

details

File #: 240124 Version: 1  
 Type: MOTION  
 Title: Motion Approving Agreement for Durrs Neighborhood Stormwater Improvements - Man-Con, Incorporated - \$30,640,737.10 - (Commission District 3)  
 Mover: Pam Beasley-Pittman                      Second: Warren Sturman  
 Result: Pass  
 Agenda note:  
 Minutes note:  
 Action: APPROVED  
 Action text: APPROVED

votes (5:0)

5 records    Group    Export

Person Name	Vote
<u>Warren Sturman</u>	Yea
<u>Steven Glassman</u>	Yea
<u>Pam Beasley-Pittman</u>	Yea
<u>John C. Herbst</u>	Yea
<u>Dean J. Trantalis</u>	Yea



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

**#24-0124**

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

**FROM:** Greg Chavarria, City Manager

**DATE:** February 6, 2024

**TITLE:** Motion Approving Agreement for Durrs Neighborhood Stormwater  
Improvements - Man-Con, Incorporated - \$30,640,737.10 - (**Commission  
District 3**)

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**Recommendation**

Staff recommends the City Commission approve an agreement, in substantially the form attached, for the Durrs Neighborhood Stormwater Improvements to Man-Con, Incorporated, in the amount of \$30,640,737.10, which includes allowances of \$1,475,000 for permit, licenses and fees, testing fees, and other unforeseeable or possible conditions.

**Background**

The purpose of this project is to install new stormwater infrastructure and repair existing stormwater infrastructure within the Durrs Neighborhood. It is intended to address the flooding concerns in the neighborhood by improving the stormwater collection and conveyance infrastructure. The project also includes neighborhood roadway resurfacing, utility relocation, and landscape restoration.

On September 1, 2023, the Procurement Services Division issued Invitation to Bid No. 164. The following four (4) companies responded to the solicitation, which opened on November 9, 2023.

1. David Mancini & Sons, Inc.
2. Lanzo Construction Company
3. Man-Con, Incorporated
4. Ric-Man International, Inc.

The bids were reviewed for compliance and Man-Con, Incorporated was deemed the low, responsive, and responsible bidder. Disadvantaged Business Enterprise was not a requirement for the bid.

**Resource Impact**

There is a fiscal impact to the City of \$30,640,737.10 for the contract award, which includes allowances of \$1,475,000. An additional \$1,000,000 for estimated in-house

project management fees brings the total project cost to \$31,640,737.10. Funds for this agreement, in the total amount of \$21,111,804 are available in the FY 2024 Community Investment Plan in the accounts listed below, with \$10,528,933.10 contingent upon approval by the City Commission and appropriation of the consolidated budget amendment CAM #24-0035.

<b>Funds available as of January 9, 2023</b>					
<b>ACCOUNT NUMBER</b>	<b>INDEX NAME (Program)</b>	<b>CHARACTER CODE/ SUB-OBJECT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE* (Character)</b>	<b>PURCHASE AMOUNT</b>
10-470-7999-538-60-6599-P11844A	Durrs Area Stormwater Improvements Grant CDBG-MIT Florida Department of Economic Opportunity	Capital Outlay/ Construction	\$10,500,000	\$10,500,000	\$10,500,000.00
10-473-7999-538-60-6599-P11844	Durrs Area Stormwater Improvements	Capital Outlay/ Construction	\$12,662,445	\$10,611,804	\$21,140,737.10
<b>TOTAL AMOUNT ►</b>					<b>\$31,640,737.10</b>

\* Includes funds in the amount of \$21,000,000 Committed/Available in requisition #6055.

**Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Be a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure.

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 Infrastructure Focus Area
- The Sanitary Sewer, Water, & Stormwater Element
- Goal 6: Ensure that all areas of the City are reasonably protected from flooding giving due consideration to the City's natural and built environment.

**Related CAM**  
CAM #24-0035

**Attachments**

- Exhibit 1 - Solicitation
  - Exhibit 2 - Bid Tabulation
  - Exhibit 3 - Man-Con, Incorporated Response
  - Exhibit 4 - Agreement
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Prepared by:                      Juan Carlos Samuel, Project Manager II, Public Works  
    Paulette Turner, Senior Procurement Specialist, Finance  
    Shamori Aldridge, Senior Administrative Assistant, Finance

Department Directors:        Alan Dodd, P.E., Public Works  
    Linda Short, Finance

CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS Construction Agreement ("Agreement") made and entered into this 22<sup>nd</sup> day of February, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and Man-Con, Incorporated a Florida corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid Event No. 164, Project Number 11844, which was opened on September 1, 2023; and

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

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

**ARTICLE 1 – DEFINITIONS**

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

- 1.1 Agreement or Contract – 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 Bid, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion – Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order – A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

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

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

- 1.10 Contract Price – The amount established in the bid submittal and awarded by the City Commission, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the Work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The corporate entity with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, and their subcontractors.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreement.
- 1.16 Final Completion Date – The date certified by the City in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided by Contractor have been received by the City; and to the best of Contractor's knowledge, information and belief,

the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

- 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 conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans – The official graphic representations of this Project that are a part of the Contract Documents.

- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The construction project described in the Contract Documents, including the Work described therein.
- 1.27 Project Manager – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List – The City's list of Work yet to be completed 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 Substantial Completion – The date, as certified by the City that all conditions of the permits and regulatory agencies have been met for the City's stated use of the Project, and all construction has been performed therein in accordance with the Contract Documents so City can beneficially enjoy, use or occupy and can operate it in all respects for its intended purpose.
- 1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 2 – SCOPE OF WORK**

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

### **DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS ITB EVENT NO. 164 PROJECT 11844**

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

This Project is located between Sunrise Boulevard, Interstate 95, NW 6<sup>th</sup> Street/Sistrunk



Boulevard and NW 12<sup>th</sup> Avenue in the city of Fort Lauderdale. The Work to be accomplished under this Agreement includes, but is not limited to, stormwater infrastructure removal and installation, watermain relocation, Cured In Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration and Maintenance of Traffic (MOT).

- 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 Juan Carlos Samuel, E.I., ENV SP, whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 1410, Fort Lauderdale, FL 33301, telephone number: (954) 828-6323, and email address is jsamuel@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

### **ARTICLE 4 – CONTRACT DOCUMENTS**

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement.
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings: (Plans sheets [ 1 ] to [ 413 ] inclusive).
- 4.8 Addenda number 1 through 4, 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 Event No. 164, Instructions to Bidders, and Bid Bond.

- 4.12 Contractor's response to the City's Invitation to Bid Event No. 164, dated October 4, 2023.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Approved and fully executed change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated 2/22/2024, and any attachments.
- f. Invitation to Bid Event No. 164, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid Event No. 164, dated October 4, 2023.
- h. Schedule of Values.
- i. Schedule of Completion.

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

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

specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

#### **ARTICLE 5 – CONTRACT TIME**

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within thirty (30) calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within seven hundred and thirty (730) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within seven hundred and ninety (790) calendar days after the Substantial Completion date.

#### **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 approved and fully executed Change Orders, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of **Twenty-Nine Million One Hundred Sixty-Five Thousand Seven Hundred Thirty-Seven Dollars and Ten Cents (\$29,165,737.10)**, 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 items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to an approved and fully executed 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-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by 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 (2023), as may be amended or revised, provided, however, that a complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor by check.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

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

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.
- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor:
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

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

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

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

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

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

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

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

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

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

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

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

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

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

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

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

8.18 Safety and Protection:

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

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.



8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

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

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who

caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

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

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

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

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

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

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result

in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

## ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be

executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

**10.1.1 Performance Bond:** The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2023), 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, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this

Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

Contractors Pollution Liability Coverage

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

Hazardous Waste Transportation Coverage

Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

### Disposal Coverage

Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

### 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.

### 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 Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

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

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

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

### Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the



expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
1 East Broward Boulevard, Suite 444  
Fort Lauderdale, FL 33301

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 application 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 Contractor's expense.

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

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

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

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance 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.

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

It is Contractor's responsibility to ensure that any and all of 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 Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

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

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the Work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

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

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

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

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

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

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, agents, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents,

suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, 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 representatives, agents, employees, appointed and elected officials, 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 representatives, agents, employees and elected and appointed officials, 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 (2023), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### **ARTICLE 13 – CHANGES IN THE WORK**

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

### **ARTICLE 14 – CHANGE OF CONTRACT PRICE**

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

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

- 14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
  - 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
  - 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
  - 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
  - 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
  - 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.
- 14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
    - 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
    - 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
    - 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
    - 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.



14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

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

## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

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

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

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

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

## ARTICLE 16 – LIQUIDATED DAMAGES

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

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

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

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
  - 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
  - 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, 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 notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## ARTICLE 18 – DISPUTE RESOLUTION

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

- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

**ARTICLE 19 – NOTICES**

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

To the City:

Juan Carlos Samuel, E.I., ENV SP  
Project Manager II  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 1410  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-6323  
E-mail: jsamuel@fortlauderdale.gov

with copies to:

City Manager  
City of Fort Lauderdale  
1 East 3<sup>rd</sup> Avenue, Suite 1430  
Fort Lauderdale, Florida 33301

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1605  
Fort Lauderdale, Florida 33301

To the Contractor:

Anthony J. Mancini  
Vice President  
Man-Con, Incorporated  
3640 SW 11<sup>th</sup> Street  
Deerfield Beach, FL 33442  
Telephone: 954-427-0230  
E-mail: AnthonyM@mancon.ws

## **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 (2023), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2023), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## **ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL**

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in

the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **ARTICLE 22 – MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.



22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), 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 (2023), 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 (2023), 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 (2023), as may be amended or revised.

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

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), 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 (2023), 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 This Project will be financed with the assistance from the Community Development Block Grant Housing and Urban Development Repayment Funds using federal

assistance authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The CITY requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this Project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby made a part of this Agreement. See Supplemental General Conditions for additional federal and state requirements as applicable to this Agreement.

22.11 Public Records:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.12 Non-Discrimination:

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual

orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

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

#### 22.13 E-Verify:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

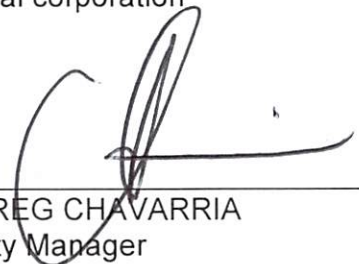
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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 corporation

By:   
GREG CHAVARRIA  
City Manager


Date: 2/22/2024

ATTEST:

By:   
DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
Thomas J. Ansbro, City Attorney

By:   
RHONDA MONTOYA HASAN  
Assistant City Attorney



**CONTRACTOR**

WITNESSES:

[Signature]  
Roberto Ponce De Leon  
Print Name

MAN-CON, INCORPORATED, a Florida corporation

By: [Signature]  
Anthony J. Mancini  
Vice President

[Signature]  
Felisha Fialho  
Print Name

ATTEST:

By: [Signature] Secretary Luke Mancini

(CORPORATE SEAL)



STATE OF Florida :  
COUNTY OF Broward :

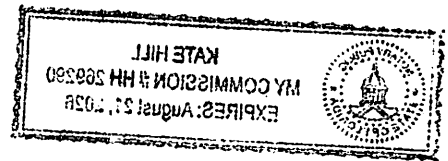
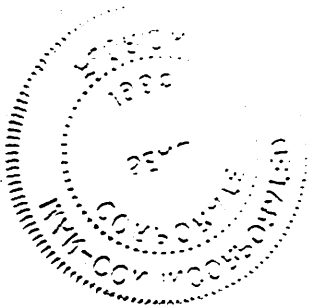
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1st day of February 2024, by Anthony J. Mancini, as Vice President, for Man-Con, Incorporated, a Florida corporation.



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

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

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





**SURETY BOND**  
**IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES**

THIS IS A SURETY BOND given by Man-Con, Incorporated the "Contractor" as principal, referred to in this Bond as "Contractor" and Westfield Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$30,640,737.10 (THIRY MILLION SIX HUNDRED FORTY THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND TEN CENTS) for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

**Owner Name:** CITY OF FORT LAUDERDALE  
a municipal corporation of the State of Florida

**Owner Address and Telephone:** City Hall, Public Works Department  
1 East Broward Boulevard, Suite 444  
Fort Lauderdale, Florida 33301  
(954) 828-5772

**Bond No.:** 322970W

**Contractor Name, Address, Telephone:** Man-Con, Incorporated  
3460 SW 11<sup>th</sup> Street  
Deerfield Beach, Florida 33442  
Telephone: (954) 427-0230

**Surety Company, Address, Telephone:** Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251

**City Project No./Bid No.:** 11844 / 164

**Name of Project:** Durrs Neighborhood Stormwater Improvements

**Project Location:** City of Fort Lauderdale

**Legal Description and Street Address:** This project is located between Sunrise Boulevard, Interstate 95, NW 6<sup>th</sup> Street/Sistrunk Boulevard and NW 12th Avenue in the City of Fort Lauderdale.

**Description of Work:** The Work to be accomplished under this contract includes, but is not limited to, stormwater infrastructure removal and installation, watermain relocation, Cured In Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration and Maintenance of Traffic (MOT).

"Contractor" is bound by an instrument in writing dated the 6th day of FEBRUARY, 2024, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes (2024): "This bond is given to comply with Section 255.05 Florida Statutes (2024), and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes (2024)."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes (2024), the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 31st day of January, 2024.

Signed, sealed and delivered  
in the presence of:

(Witness) Signature

Roberto Ponce De Leon  
(Witness) Print Name

(Witness) Signature

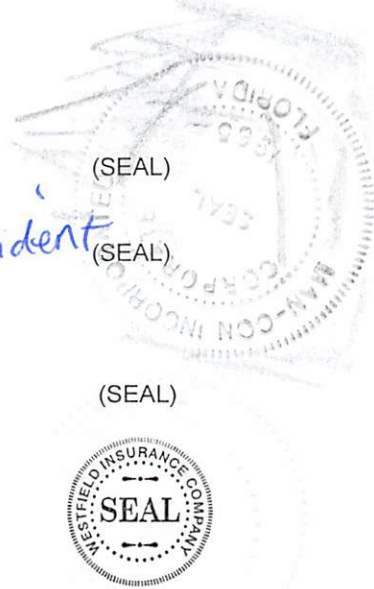
Diana Blatt  
(Witness) Print Name

CONTRACTOR: Man-Con, Inc

Anthony Mancini, Vice President  
Print Name and Title

SURETY: Westfield Insurance Company

Angelo G Zervos  
Local Agent  
Angelo G Zervos, Attorney-in-Fact  
Print Name and Title



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 0995602 00

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ANGELO G. ZERVOS, COURTNEY SAUNDERS, JOINTLY OR SEVERALLY**

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:  
The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of DECEMBER A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 07th day of DECEMBER A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of January A.D., 2024



Frank A Carrino Secretary  
Frank A. Carrino, Secretary

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0995602 00

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ANGELO G. ZERVOS, COURTNEY SAUNDERS, JOINTLY OR SEVERALLY**

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of DECEMBER A.D., 2022 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 07th day of DECEMBER A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of January A.D., 2024



**Frank A. Carrino, Secretary**

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

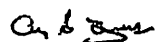
<b>PRODUCER</b> <b>ZGI LLC</b> 4443 Lyons Rd Suite D-212 Coconut Creek, FL 33073	<b>CONTACT NAME:</b> Nyssa Pace
	<b>PHONE (A/C. No. Ext):</b> 248-294-7575 <b>FAX (A/C. No):</b> 248-254-6668 <b>E-MAIL ADDRESS:</b> nyssa@zervosins.com
<b>INSURED</b> <b>MAN-CON INC</b> 3460 SW 11th St Deerfield Beach, FL 33442-8137	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A : Continental Casualty Company</b> <b>20443</b>
	<b>INSURER B : Continental Insurance Company</b> <b>35289</b>
	<b>INSURER C : National Fire Insurance Co. Hartford</b> <b>20478</b>
	<b>INSURER D : AGCS Marine Insurance Company</b> <b>22837</b>
	<b>INSURER E : Evanston Insurance Company</b> <b>35378</b>
<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X, C, & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2077256991	07/31/2023	07/31/2024	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$15,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	2095076554	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	2095076568	07/31/2023	07/31/2024	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	2077257008	07/31/2023	07/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
D	Lease&Rent Equip			SML93021954	07/31/2023	07/31/2024	150,000
D	Install Float			SML93021954	07/31/2023	07/31/2024	350,000
E	Pollution Liab	X	X	CPLMOL121730	01/31/2024	01/31/2027	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Project/Contract #PNC2126776B1 - Durrs Neighborhood Stormwater Improvements**  
 City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are included as additional insureds on a primary and non-contributory basis with respects to the General Liability, Auto Liability, and Pollution Liability policies when required by written contract. Waiver of subrogation applies in favor of the additional insureds on the Workers Compensation policy. Written 30 day notice of cancellation, 10 days for non-payment is provided per the terms and conditions of the policy

<b>CERTIFICATE HOLDER</b>  City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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CNA74705XX (1-15)

Page 1 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: MAN-CON INC

Policy No: 2077256991

Endorsement No: 9

Effective Date: 07/31/2023



## Contractors' General Liability Extension Endorsement

## 1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage or the offense** giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage or the offense** giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. the construction, erection, or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,  
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or



**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,  
qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

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Page 6 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: MAN-CON INC

Policy No: 2077256991

Endorsement No: 9

Effective Date: 07/31/2023



Contractors' General Liability Extension Endorsement

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

- C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
  - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
  - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

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**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

## i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

## a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

**b. Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**17. MEDICAL PAYMENTS**

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the **Medical Expense Limit** is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The **Medical Expense Limit** is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for **Medical Expense Limit**.



**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
    - 1. the **Named Insured's** acts or omissions; or
    - 2. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
  - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
    - 1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
  - B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. The **bodily injury** or **property damage**; or
  2. The offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

"ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED"

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2023

Policy Page: 82 of 141



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MAN-CON INC

Endorsement Effective Date: 07/31/2023

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2023

Policy Page: 53 of 141



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2023

Policy Page: 81 of 141



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 2 77257008

Policy Effective Date: 07/31/2023

Policy Page: 40 of 53



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Policyholder Notice; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 77257008

Policy Effective Date: 07/31/2023

Policy Page: 9 of 53



## Event # 164-6

**Name:** Durrs Neighborhood Stormwater Improvements

**Description:**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Stormwater infrastructure services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). This project is located between Sunrise Boulevard, Interstate 95, NW 6th Street/Sistrunk Boulevard and NW 12th Avenue in the City of Fort Lauderdale. The Work to be accomplished under this contract includes, but is not limited to, stormwater infrastructure removal and installation, watermain relocation, Cured In Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration and Maintenance of Traffic (MOT).

Sealed bids will be received electronically until 2:00 p.m., local time, on October 4, 2023, and opened online immediately thereafter.

Drawing Plans: This Project consists of Drawing File No., 4-143-64, 413 sheets. Drawing plans may be obtained free of charge at INFOR.

Licensing Requirements: General Contractor License required.

Pre-Bid Meeting/Site visit: There will not be a pre-bid meeting /or site visit for this Invitation to Bid

**Buyer:** Turner, Paulette

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 6

**Display Bid Tabulation:** Display When Event Awarded And Closed

### Event Dates

**Preview:**

**Open:** 09/01/2023 12:00:00 PM

**Close:** 11/09/2023 02:00:00 PM

**Q & A Open:** 09/01/2023 12:00:00 PM

**Q & A Close:** 10/30/2023 05:00:00 PM

**Dispute Close:**

## Questions

Question	Response Type	Attachment
Did you sign and attach all the required forms?	Yes No	Required Forms.pdf

Sourcing Event 164 Durrs Neighborhood Stormwater Improvements

Item Line	Sourcing Event Item Description	Quantity	Unit Of Measure	Man-Con Inc		Ric Man International, Inc		David Mancini & Sons		Lanzo Construction Company	
				Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount
1	MOBILIZATION & DEMOBILIZATION (7	1	LS	\$ 2,123,625.00	\$ 2,123,625.00	\$ 1,980,470.99	\$ 1,980,470.99	\$ 2,800,000.00	\$ 2,800,000.00	\$ 3,000,000.00	\$ 3,000,000.00
2	MAINTENANCE OF TRAFFIC (M.O.T.)	1	LS	\$ 849,000.00	\$ 849,000.00	\$ 792,185.06	\$ 792,185.06	\$ 102,520.00	\$ 102,520.00	\$ 55,000.00	\$ 55,000.00
3	GIS DATABASE ADDITIONS	1	LS	\$ 283,000.00	\$ 283,000.00	\$ 30,000.00	\$ 30,000.00	\$ 29,050.00	\$ 29,050.00	\$ 15,000.00	\$ 15,000.00
4	AS-BUILT/RECORD DRAWINGS	1	LS	\$ 533,948.05	\$ 533,948.05	\$ 650,000.00	\$ 650,000.00	\$ 726,000.00	\$ 726,000.00	\$ 300,000.00	\$ 300,000.00
5	PREVENTION CONTROL AND ABATEMENT	1	LS	\$ 336,948.05	\$ 336,948.05	\$ 264,000.00	\$ 264,000.00	\$ 379,150.00	\$ 379,150.00	\$ 100,000.00	\$ 100,000.00
6	FURNISH AND INSTALL CUT, CAP & A	12	EA	\$ 11,527.76	\$ 138,333.12	\$ 7,000.00	\$ 84,000.00	\$ 1,977.00	\$ 23,724.00	\$ 3,000.00	\$ 36,000.00
7	REMOVE AND DISPOSE OF EXISTING D	236	EA	\$ 3,600.00	\$ 849,600.00	\$ 1,100.00	\$ 259,600.00	\$ 1,987.00	\$ 468,932.00	\$ 3,000.00	\$ 708,000.00
8	REMOVE AND DISPOSE OF EXISTING D	28051	LF	\$ 78.50	\$ 2,202,003.50	\$ 34.00	\$ 953,734.00	\$ 39.00	\$ 1,093,989.00	\$ 40.00	\$ 1,122,040.00
9	REMOVE AND DISPOSE OF EXISTING D	493	LF	\$ 123.30	\$ 60,786.90	\$ 26.00	\$ 12,818.00	\$ 44.00	\$ 21,692.00	\$ 60.00	\$ 29,580.00
10	TYPE "C" DITCH BOTTOM INLET	64	EA	\$ 3,991.15	\$ 255,433.60	\$ 5,600.00	\$ 358,400.00	\$ 9,100.00	\$ 582,400.00	\$ 8,500.00	\$ 544,000.00
11	TYPE "E" DITCH BOTTOM INLET	4	EA	\$ 4,700.00	\$ 18,800.00	\$ 6,900.00	\$ 27,600.00	\$ 10,766.00	\$ 43,064.00	\$ 9,200.00	\$ 36,800.00
12	FURNISH AND INSTALL 4' CATCH BAS	58	EA	\$ 8,000.00	\$ 464,000.00	\$ 7,100.00	\$ 411,800.00	\$ 11,305.00	\$ 655,690.00	\$ 10,000.00	\$ 580,000.00
13	FURNISH AND INSTALL 5' CATCH BAS	18	EA	\$ 9,547.42	\$ 171,853.56	\$ 7,800.00	\$ 140,400.00	\$ 12,170.00	\$ 219,060.00	\$ 10,500.00	\$ 189,000.00
14	FURNISH AND INSTALL 6' CATCH BAS	1	EA	\$ 11,891.36	\$ 11,891.36	\$ 12,000.00	\$ 12,000.00	\$ 18,221.00	\$ 18,221.00	\$ 13,000.00	\$ 13,000.00
15	FURNISH AND INSTALL 7' CATCH BAS	1	EA	\$ 14,859.52	\$ 14,859.52	\$ 15,000.00	\$ 15,000.00	\$ 22,011.00	\$ 22,011.00	\$ 20,000.00	\$ 20,000.00
16	FURNISH AND INSTALL 8' CATCH BAS	90	EA	\$ 8,000.00	\$ 720,000.00	\$ 22,000.00	\$ 1,980,000.00	\$ 15,232.00	\$ 1,370,880.00	\$ 23,000.00	\$ 2,070,000.00
17	FURNISH AND INSTALL CB 4'X7' WIT	2	EA	\$ 14,875.54	\$ 29,751.08	\$ 15,000.00	\$ 30,000.00	\$ 21,506.00	\$ 43,012.00	\$ 20,000.00	\$ 40,000.00
18	FURNISH AND INSTALL CB 4'X8' WIT	5	EA	\$ 16,522.56	\$ 82,612.80	\$ 17,000.00	\$ 85,000.00	\$ 21,905.00	\$ 109,525.00	\$ 20,500.00	\$ 102,500.00
19	FURNISH AND INSTALL 4' MANHOLE -	16	EA	\$ 5,799.96	\$ 92,799.36	\$ 7,000.00	\$ 112,000.00	\$ 11,285.00	\$ 180,560.00	\$ 10,000.00	\$ 160,000.00
20	FURNISH AND INSTALL 5' MANHOLE -	23	EA	\$ 9,674.12	\$ 222,504.76	\$ 8,100.00	\$ 186,300.00	\$ 13,047.00	\$ 300,081.00	\$ 11,000.00	\$ 253,000.00
21	FURNISH AND INSTALL 6' MANHOLE -	13	EA	\$ 10,579.77	\$ 137,537.01	\$ 11,000.00	\$ 143,000.00	\$ 16,131.00	\$ 209,703.00	\$ 11,500.00	\$ 149,500.00
22	FURNISH AND INSTALL 7' MANHOLE -	5	EA	\$ 12,967.10	\$ 64,835.50	\$ 14,000.00	\$ 70,000.00	\$ 20,809.00	\$ 104,045.00	\$ 18,500.00	\$ 92,500.00
23	FURNISH AND INSTALL 8' MANHOLE -	5	EA	\$ 8,608.20	\$ 43,041.00	\$ 17,000.00	\$ 85,000.00	\$ 22,057.00	\$ 110,285.00	\$ 22,000.00	\$ 110,000.00
24	FURNISH AND INSTALL CONFLICT CB	2	EA	\$ 7,591.56	\$ 15,183.12	\$ 7,200.00	\$ 14,400.00	\$ 19,328.00	\$ 38,656.00	\$ 15,500.00	\$ 31,000.00
25	FURNISH AND INSTALL CONFLICT CB	1	EA	\$ 8,992.51	\$ 8,992.51	\$ 7,600.00	\$ 7,600.00	\$ 11,624.00	\$ 11,624.00	\$ 16,000.00	\$ 16,000.00
26	FURNISH AND INSTALL CONFLICT CB	1	EA	\$ 15,987.98	\$ 15,987.98	\$ 9,100.00	\$ 9,100.00	\$ 18,182.00	\$ 18,182.00	\$ 20,000.00	\$ 20,000.00

Sourcing Event 164 Durrs Neighborhood Stormwater Improvements

Event Line	Sourcing Event Item Description	Quantity	Unit Of Measure	Man-Con Inc		Ric Man International, Inc		David Mancini & Sons		Lanzo Construction Company	
				Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount
27	FURNISH AND INSTALL CONFLICT CB	1	EA	\$ 19,613.39	\$ 19,613.39	\$ 9,500.00	\$ 9,500.00	\$ 20,273.00	\$ 20,273.00	\$ 21,500.00	\$ 21,500.00
28	FURNISH AND INSTALL CONFLICT CB	1	EA	\$ 23,096.33	\$ 23,096.33	\$ 14,000.00	\$ 14,000.00	\$ 21,931.00	\$ 21,931.00	\$ 23,000.00	\$ 23,000.00
29	FURNISH AND INSTALL CONFLICT CB	1	EA	\$ 12,452.76	\$ 12,452.76	\$ 14,000.00	\$ 14,000.00	\$ 19,767.00	\$ 19,767.00	\$ 22,000.00	\$ 22,000.00
30	FURNISH AND INSTALL CONFLICT MH	1	EA	\$ 7,229.61	\$ 7,229.61	\$ 7,600.00	\$ 7,600.00	\$ 15,906.00	\$ 15,906.00	\$ 16,000.00	\$ 16,000.00
31	FURNISH AND INSTALL CONFLICT MH	1	EA	\$ 12,425.57	\$ 12,425.57	\$ 9,200.00	\$ 9,200.00	\$ 18,397.00	\$ 18,397.00	\$ 17,500.00	\$ 17,500.00
32	FURNISH AND INSTALL CONFLICT MH	1	EA	\$ 14,647.85	\$ 14,647.85	\$ 9,700.00	\$ 9,700.00	\$ 18,149.00	\$ 18,149.00	\$ 18,000.00	\$ 18,000.00
33	FURNISH AND INSTALL CONFLICT MH	1	EA	\$ 19,067.35	\$ 19,067.35	\$ 11,000.00	\$ 11,000.00	\$ 19,388.00	\$ 19,388.00	\$ 19,500.00	\$ 19,500.00
34	FURNISH AND INSTALL CONFLICT MH	4	EA	\$ 23,279.58	\$ 93,118.32	\$ 16,000.00	\$ 64,000.00	\$ 13,400.00	\$ 53,600.00	\$ 22,500.00	\$ 90,000.00
35	FURNISH AND INSTALL CONFLICT MH	1	EA	\$ 20,097.25	\$ 20,097.25	\$ 11,000.00	\$ 11,000.00	\$ 22,060.00	\$ 22,060.00	\$ 23,000.00	\$ 23,000.00
36	FURNISH AND INSTALL CONFLICT MH	2	EA	\$ 21,164.07	\$ 42,328.14	\$ 13,000.00	\$ 26,000.00	\$ 30,475.00	\$ 60,950.00	\$ 23,000.00	\$ 46,000.00
37	FURNISH AND INSTALL WATER QUALIT	2	EA	\$ 144,335.21	\$ 288,670.42	\$ 263,000.00	\$ 526,000.00	\$ 332,000.00	\$ 664,000.00	\$ 235,000.00	\$ 470,000.00
38	FURNISH AND INSTALL 12" X 18" EL	214	LF	\$ 434.75	\$ 93,036.50	\$ 280.00	\$ 59,920.00	\$ 501.00	\$ 107,214.00	\$ 420.00	\$ 89,880.00
39	FURNISH AND INSTALL 14" X 23" EL	58	LF	\$ 241.30	\$ 13,995.40	\$ 300.00	\$ 17,400.00	\$ 542.00	\$ 31,436.00	\$ 450.00	\$ 26,100.00
40	FURNISH AND INSTALL 19" X 30" EL	56	LF	\$ 208.20	\$ 11,659.20	\$ 330.00	\$ 18,480.00	\$ 604.00	\$ 33,824.00	\$ 500.00	\$ 28,000.00
41	FURNISH AND INSTALL 12" RCP PIPE	45	LF	\$ 202.25	\$ 9,101.25	\$ 240.00	\$ 10,800.00	\$ 423.00	\$ 19,035.00	\$ 360.00	\$ 16,200.00
42	FURNISH AND INSTALL 15" RCP PIPE	11354	LF	\$ 161.34	\$ 1,831,854.36	\$ 240.00	\$ 2,724,960.00	\$ 329.00	\$ 3,735,466.00	\$ 250.00	\$ 2,838,500.00
43	FURNISH AND INSTALL 18" RCP PIPE	6511	LF	\$ 187.93	\$ 1,223,612.23	\$ 260.00	\$ 1,692,860.00	\$ 356.00	\$ 2,317,916.00	\$ 290.00	\$ 1,888,190.00
44	FURNISH AND INSTALL 24" RCP PIPE	4937	LF	\$ 260.99	\$ 1,288,507.63	\$ 300.00	\$ 1,481,100.00	\$ 404.00	\$ 1,994,548.00	\$ 600.00	\$ 2,962,200.00
45	FURNISH AND INSTALL 30" RCP PIPE	1211	LF	\$ 299.14	\$ 362,258.54	\$ 340.00	\$ 411,740.00	\$ 457.00	\$ 553,427.00	\$ 610.00	\$ 738,710.00
46	FURNISH AND INSTALL 36" RCP PIPE	587	LF	\$ 351.87	\$ 206,547.69	\$ 400.00	\$ 234,800.00	\$ 545.00	\$ 319,915.00	\$ 620.00	\$ 363,940.00
47	FURNISH AND INSTALL 4' W X 4' H	4085	LF	\$ 351.37	\$ 1,435,346.45	\$ 350.00	\$ 1,429,750.00	\$ 370.00	\$ 1,511,450.00	\$ 620.00	\$ 2,532,700.00
48	FURNISH AND INSTALL 4' W X 4' H	4598	LF	\$ 265.37	\$ 1,220,171.26	\$ 360.00	\$ 1,655,280.00	\$ 377.00	\$ 1,733,446.00	\$ 635.00	\$ 2,919,730.00
49	FURNISH AND INSTALL 4' W X 4' H	1121	LF	\$ 310.44	\$ 348,003.24	\$ 390.00	\$ 437,190.00	\$ 404.00	\$ 452,884.00	\$ 650.00	\$ 728,650.00
50	FURNISH AND INSTALL 5' W X 5' H	368	LF	\$ 500.00	\$ 184,000.00	\$ 440.00	\$ 161,920.00	\$ 511.00	\$ 188,048.00	\$ 735.00	\$ 270,480.00
51	FURNISH AND INSTALL POLLUTION RE	74	EA	\$ 1,410.48	\$ 104,375.52	\$ 1,900.00	\$ 140,600.00	\$ 1,420.00	\$ 105,080.00	\$ 1,000.00	\$ 74,000.00
52	CONNECT EXISTING STORM DRAINAGE	52	EA	\$ 744.40	\$ 38,708.80	\$ 8,500.00	\$ 442,000.00	\$ 2,841.00	\$ 147,732.00	\$ 3,200.00	\$ 166,400.00



Sourcing Event 164 Durrs Neighborhood Stormwater Improvements

Event Line	Sourcing Event Item Description	Quantity	Unit Of Measure	Man-Con Inc		Ric Man International, Inc		David Mancini & Sons		Lanzo Construction Company	
				Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount
53	CORE DRILL & CONNECT PROPOSED PI	6	EA	\$ 14,000.00	\$ 84,000.00	\$ 4,500.00	\$ 27,000.00	\$ 1,462.00	\$ 8,772.00	\$ 5,250.00	\$ 31,500.00
54	CONNECT PROPOSED PIPE TO EXISTIN	2	EA	\$ 3,288.79	\$ 6,577.58	\$ 4,900.00	\$ 9,800.00	\$ 6,053.00	\$ 12,106.00	\$ 5,500.00	\$ 11,000.00
55	DESILTING / WATER JETTING EXISTI	8839	LF	\$ 6.19	\$ 54,713.41	\$ 12.00	\$ 106,068.00	\$ 9.00	\$ 79,551.00	\$ 12.00	\$ 106,068.00
56	DESILTING / WATER JETTING EXISTI	2632	LF	\$ 8.66	\$ 22,793.12	\$ 18.00	\$ 47,376.00	\$ 12.00	\$ 31,584.00	\$ 16.00	\$ 42,112.00
57	DESILTING / WATER JETTING EXISTI	127	EA	\$ 123.70	\$ 15,709.90	\$ 150.00	\$ 19,050.00	\$ 327.00	\$ 41,529.00	\$ 250.00	\$ 31,750.00
58	LINE EXISTING STORM PIPE WITH C.	8839	LF	\$ 98.96	\$ 874,707.44	\$ 120.00	\$ 1,060,680.00	\$ 134.00	\$ 1,184,426.00	\$ 130.00	\$ 1,149,070.00
59	LINE EXISTING STORM PIPE WITH C.	2632	LF	\$ 321.63	\$ 846,530.16	\$ 310.00	\$ 815,920.00	\$ 284.00	\$ 747,488.00	\$ 210.00	\$ 552,720.00
60	FURNISH AND INSTALL 6" DIP WATER	305	LF	\$ 400.00	\$ 122,000.00	\$ 170.00	\$ 51,850.00	\$ 253.00	\$ 77,165.00	\$ 200.00	\$ 61,000.00
61	FURNISH AND INSTALL 8" DIP WATER	662	LF	\$ 425.00	\$ 281,350.00	\$ 180.00	\$ 119,160.00	\$ 277.00	\$ 183,374.00	\$ 225.00	\$ 148,950.00
62	FURNISH AND INSTALL 12" DIP WATE	40	LF	\$ 600.00	\$ 24,000.00	\$ 170.00	\$ 6,800.00	\$ 437.00	\$ 17,480.00	\$ 650.00	\$ 26,000.00
63	FURNISH AND INSTALL 16" DIP WATE	40	LF	\$ 655.00	\$ 26,200.00	\$ 270.00	\$ 10,800.00	\$ 535.00	\$ 21,400.00	\$ 750.00	\$ 30,000.00
64	FURNISH AND INSTALL 4" PVC (C-90	40	LF	\$ 256.25	\$ 10,250.00	\$ 170.00	\$ 6,800.00	\$ 343.00	\$ 13,720.00	\$ 550.00	\$ 22,000.00
65	FURNISH AND INSTALL 6" PVC (C-90	40	LF	\$ 580.00	\$ 23,200.00	\$ 180.00	\$ 7,200.00	\$ 352.00	\$ 14,080.00	\$ 550.00	\$ 22,000.00
66	FURNISH AND INSTALL 8" PVC (C-90	40	LF	\$ 606.00	\$ 24,240.00	\$ 200.00	\$ 8,000.00	\$ 376.00	\$ 15,040.00	\$ 550.00	\$ 22,000.00
67	FURNISH AND INSTALL 12" PVC (C-9	40	LF	\$ 337.95	\$ 13,518.00	\$ 230.00	\$ 9,200.00	\$ 455.00	\$ 18,200.00	\$ 600.00	\$ 24,000.00
68	FURNISH AND INSTALL 16" PVC (C-9	40	LF	\$ 759.95	\$ 30,398.00	\$ 270.00	\$ 10,800.00	\$ 495.00	\$ 19,800.00	\$ 650.00	\$ 26,000.00
69	FURNISH AND INSTALL 4" DIP FORCE	40	LF	\$ 281.30	\$ 11,252.00	\$ 230.00	\$ 9,200.00	\$ 376.00	\$ 15,040.00	\$ 600.00	\$ 24,000.00
70	FURNISH AND INSTALL 6" DIP FORCE	40	LF	\$ 480.00	\$ 19,200.00	\$ 220.00	\$ 8,800.00	\$ 356.00	\$ 14,240.00	\$ 500.00	\$ 20,000.00
71	FURNISH AND INSTALL 8" DIP FORCE	40	LF	\$ 520.00	\$ 20,800.00	\$ 240.00	\$ 9,600.00	\$ 380.00	\$ 15,200.00	\$ 600.00	\$ 24,000.00
72	FURNISH AND INSTALL 12" DIP FORC	40	LF	\$ 432.70	\$ 17,308.00	\$ 270.00	\$ 10,800.00	\$ 448.00	\$ 17,920.00	\$ 700.00	\$ 28,000.00
73	FURNISH AND INSTALL 16" DIP FORC	40	LF	\$ 711.70	\$ 28,468.00	\$ 320.00	\$ 12,800.00	\$ 547.00	\$ 21,880.00	\$ 765.00	\$ 30,600.00
74	FURNISH AND INSTALL DUCTILE IRON	2	TN	\$ 95,854.00	\$ 191,708.00	\$ 22,000.00	\$ 44,000.00	\$ 41,000.00	\$ 82,000.00	\$ 16,500.00	\$ 33,000.00
75	FURNISH AND INSTALL 8" STEEL ENC	16	LF	\$ 520.75	\$ 8,332.00	\$ 650.00	\$ 10,400.00	\$ 529.00	\$ 8,464.00	\$ 900.00	\$ 14,400.00
76	FURNISH AND INSTALL 20" STEEL EN	67	LF	\$ 1,068.66	\$ 71,600.22	\$ 820.00	\$ 54,940.00	\$ 998.00	\$ 66,866.00	\$ 1,200.00	\$ 80,400.00
77	FURNISH AND INSTALL 4" GATE VALV	1	EA	\$ 2,191.58	\$ 2,191.58	\$ 1,900.00	\$ 1,900.00	\$ 2,870.00	\$ 2,870.00	\$ 3,000.00	\$ 3,000.00
78	FURNISH AND INSTALL 6" GATE VALV	58	EA	\$ 709.75	\$ 41,165.50	\$ 2,300.00	\$ 133,400.00	\$ 4,006.00	\$ 232,348.00	\$ 3,200.00	\$ 185,600.00

Sourcing Event 164 Durrs Neighborhood Stormwater Improvements

Event Line	Sourcing Event Item Description	Quantity	Unit Of Measure	Man-Con Inc		Ric Man International, Inc		David Mancini & Sons		Lanzo Construction Company	
				Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount
79	FURNISH AND INSTALL 8" GATE VALV	7	EA	\$ 3,758.83	\$ 26,311.81	\$ 3,100.00	\$ 21,700.00	\$ 5,050.00	\$ 35,350.00	\$ 5,000.00	\$ 35,000.00
80	FURNISH AND INSTALL 12" GATE VAL	1	EA	\$ 6,409.00	\$ 6,409.00	\$ 5,700.00	\$ 5,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,600.00	\$ 7,600.00
81	FURNISH AND INSTALL 16" GATE VAL	1	EA	\$ 13,878.79	\$ 13,878.79	\$ 12,000.00	\$ 12,000.00	\$ 16,100.00	\$ 16,100.00	\$ 15,000.00	\$ 15,000.00
82	CUT-IN AND/OR CONNECT TO EXISTIN	2	EA	\$ 3,018.89	\$ 6,037.78	\$ 5,600.00	\$ 11,200.00	\$ 5,120.00	\$ 10,240.00	\$ 5,500.00	\$ 11,000.00
83	CUT-IN AND/OR CONNECT TO EXISTIN	12	EA	\$ 4,200.02	\$ 50,400.24	\$ 11,000.00	\$ 132,000.00	\$ 4,744.00	\$ 56,928.00	\$ 6,000.00	\$ 72,000.00
84	CUT-IN AND/OR CONNECT TO EXISTIN	12	EA	\$ 4,828.75	\$ 57,945.00	\$ 12,000.00	\$ 144,000.00	\$ 5,014.00	\$ 60,168.00	\$ 6,000.00	\$ 72,000.00
85	CUT-IN AND/OR CONNECT TO EXISTIN	2	EA	\$ 9,492.29	\$ 18,984.58	\$ 13,000.00	\$ 26,000.00	\$ 5,535.00	\$ 11,070.00	\$ 12,500.00	\$ 25,000.00
86	REMOVE AND DISPOSE OF EXISTING P	115	LF	\$ 24.40	\$ 2,806.00	\$ 36.00	\$ 4,140.00	\$ 90.00	\$ 10,350.00	\$ 55.00	\$ 6,325.00
87	REMOVE AND DISPOSE OF EXISTING P	243	LF	\$ 28.45	\$ 6,913.35	\$ 36.00	\$ 8,748.00	\$ 90.00	\$ 21,870.00	\$ 70.00	\$ 17,010.00
88	REMOVE AND DISPOSE OF EXISTING P	519	LF	\$ 28.45	\$ 14,765.55	\$ 36.00	\$ 18,684.00	\$ 61.00	\$ 31,659.00	\$ 70.00	\$ 36,330.00
89	REMOVE AND DISPOSE OF EXISTING P	30	LF	\$ 34.15	\$ 1,024.50	\$ 52.00	\$ 1,560.00	\$ 270.00	\$ 8,100.00	\$ 85.00	\$ 2,550.00
90	REMOVE AND DISPOSE OF EXISTING P	30	LF	\$ 28.45	\$ 853.50	\$ 52.00	\$ 1,560.00	\$ 369.00	\$ 11,070.00	\$ 120.00	\$ 3,600.00
91	REPLACEMENT OF EXISTING WATER SE	150	EA	\$ 2,081.27	\$ 312,190.50	\$ 1,500.00	\$ 225,000.00	\$ 1,033.00	\$ 154,950.00	\$ 3,650.00	\$ 547,500.00
92	REPLACEMENT OF EXISTING SANITARY	125	EA	\$ 3,000.00	\$ 375,000.00	\$ 2,100.00	\$ 262,500.00	\$ 5,274.00	\$ 659,250.00	\$ 5,500.00	\$ 687,500.00
93	RESTRAIN EXISTING WATER MAIN / F	750	LF	\$ 16.93	\$ 12,697.50	\$ 63.00	\$ 47,250.00	\$ 178.00	\$ 133,500.00	\$ 80.00	\$ 60,000.00
94	CUT, CAP AND GROUT AND ABANDON E	230	LF	\$ 71.90	\$ 16,537.00	\$ 16.00	\$ 3,680.00	\$ 144.00	\$ 33,120.00	\$ 30.00	\$ 6,900.00
95	FURNISH AND INSTALL 8"X12" TAPPI	1	EA	\$ 10,823.40	\$ 10,823.40	\$ 15,000.00	\$ 15,000.00	\$ 15,100.00	\$ 15,100.00	\$ 15,000.00	\$ 15,000.00
96	FURNISH AND INSTALL 12"X12" TAPP	1	EA	\$ 15,076.52	\$ 15,076.52	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,000.00
97	FURNISH AND INSTALL 8" DIP GRAVI	46	LF	\$ 182.15	\$ 8,378.90	\$ 260.00	\$ 11,960.00	\$ 474.00	\$ 21,804.00	\$ 800.00	\$ 36,800.00
98	FURNISH AND INSTALL 10" DIP GRAV	336	LF	\$ 180.25	\$ 60,564.00	\$ 260.00	\$ 87,360.00	\$ 592.00	\$ 198,912.00	\$ 810.00	\$ 272,160.00
99	FURNISH AND INSTALL LINE STOPS (	4	EA	\$ 12,472.00	\$ 49,888.00	\$ 20,000.00	\$ 80,000.00	\$ 14,080.00	\$ 56,320.00	\$ 14,000.00	\$ 56,000.00
100	FURNISH AND INSTALL LINE STOPS (	2	EA	\$ 13,761.81	\$ 27,523.62	\$ 21,000.00	\$ 42,000.00	\$ 16,012.00	\$ 32,024.00	\$ 15,500.00	\$ 31,000.00
101	FURNISH AND INSTALL LINE STOPS (	1	EA	\$ 13,543.66	\$ 13,543.66	\$ 25,000.00	\$ 25,000.00	\$ 21,253.00	\$ 21,253.00	\$ 20,000.00	\$ 20,000.00
102	FURNISH AND INSTALL LINE STOPS (	1	EA	\$ 20,594.31	\$ 20,594.31	\$ 24,000.00	\$ 24,000.00	\$ 28,659.00	\$ 28,659.00	\$ 32,000.00	\$ 32,000.00
103	RELOCATE EXISTING FIRE HYDRANT A	18	EA	\$ 8,160.96	\$ 146,897.28	\$ 3,500.00	\$ 63,000.00	\$ 8,612.00	\$ 155,016.00	\$ 14,000.00	\$ 252,000.00
104	REMOVE AND REPLACE FIRE HYDRANT	12	EA	\$ 14,266.82	\$ 171,201.84	\$ 7,900.00	\$ 94,800.00	\$ 12,689.00	\$ 152,268.00	\$ 15,000.00	\$ 180,000.00

Sourcing Event 164 Durrs Neighborhood Stormwater Improvements

Event Line	Sourcing Event Item Description	Quantity	Unit Of Measure	Man-Con Inc		Ric Man International, Inc		David Mancini & Sons		Eaton Construction Company	
				Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount
105	REMOVE & DISPOSE OF EXISTING CON	20280	SY	\$ 3.00	\$ 60,840.00	\$ 15.00	\$ 304,200.00	\$ 25.00	\$ 507,000.00	\$ 25.00	\$ 507,000.00
106	REMOVE & DISPOSE OF EXISTING ASP	18701	SY	\$ 2.00	\$ 37,402.00	\$ 6.90	\$ 129,036.90	\$ 12.00	\$ 224,412.00	\$ 10.00	\$ 187,010.00
107	FURNISH AND INSTALL CONCRETE APR	105	EA	\$ 764.50	\$ 80,272.50	\$ 770.00	\$ 80,850.00	\$ 1,353.00	\$ 142,065.00	\$ 750.00	\$ 78,750.00
108	FURNISH AND INSTALL 4" THICK CON	13800	SY	\$ 5.00	\$ 69,000.00	\$ 57.00	\$ 786,600.00	\$ 89.00	\$ 1,228,200.00	\$ 70.00	\$ 966,000.00
109	FURNISH AND INSTALL 6" THICK CON	4680	SY	\$ 6.00	\$ 28,080.00	\$ 76.00	\$ 355,680.00	\$ 114.00	\$ 533,520.00	\$ 90.00	\$ 421,200.00
110	FURNISH AND INSTALL CONCRETE CUR	34	EA	\$ 2,319.16	\$ 78,851.44	\$ 2,000.00	\$ 68,000.00	\$ 3,513.00	\$ 119,442.00	\$ 2,000.00	\$ 68,000.00
111	FURNISH AND INSTALL PAVER SIDEWA	195	SY	\$ 35.00	\$ 6,825.00	\$ 170.00	\$ 33,150.00	\$ 137.00	\$ 26,715.00	\$ 275.00	\$ 53,625.00
112	MILL EXISTING ASPHALT (MIN. 1")	123475	SY	\$ 2.90	\$ 358,077.50	\$ 3.40	\$ 419,815.00	\$ 4.00	\$ 493,900.00	\$ 3.50	\$ 432,162.50
113	RESURFACE ASPHALT (MIN. 1" THICK	123475	SY	\$ 10.46	\$ 1,291,548.50	\$ 11.00	\$ 1,358,225.00	\$ 12.00	\$ 1,481,700.00	\$ 11.50	\$ 1,419,962.50
114	FURNISH AND INSTALL FULL ROADWAY	6176	SY	\$ 73.85	\$ 456,097.60	\$ 75.00	\$ 463,200.00	\$ 60.00	\$ 370,560.00	\$ 80.00	\$ 494,080.00
115	REMOVE AND REPLACE ASPHALT DRIVE	10984	SY	\$ 6.00	\$ 65,904.00	\$ 60.00	\$ 659,040.00	\$ 83.00	\$ 911,672.00	\$ 58.00	\$ 637,072.00
116	REMOVE AND REPLACE CONCRETE DRIV	2265	SY	\$ 35.00	\$ 79,275.00	\$ 84.00	\$ 190,260.00	\$ 124.00	\$ 280,860.00	\$ 140.00	\$ 317,100.00
117	REMOVE AND REPLACE STAMPED CONCR	65	SY	\$ 45.00	\$ 2,925.00	\$ 180.00	\$ 11,700.00	\$ 256.00	\$ 16,640.00	\$ 260.00	\$ 16,900.00
118	REMOVE AND REPLACE STAMPED ASPHA	920	SY	\$ 271.00	\$ 249,320.00	\$ 76.00	\$ 69,920.00	\$ 189.00	\$ 173,880.00	\$ 225.00	\$ 207,000.00
119	REMOVE AND REPLACE PAVER DRIVEWA	370	SY	\$ 45.00	\$ 16,650.00	\$ 190.00	\$ 70,300.00	\$ 155.00	\$ 57,350.00	\$ 260.00	\$ 96,200.00
120	CLEARING AND GRADING SWALE AND/O	79350	SY	\$ 7.93	\$ 629,245.50	\$ 9.90	\$ 785,565.00	\$ 19.00	\$ 1,507,650.00	\$ 30.00	\$ 2,380,500.00
121	REMOVE & REPLACE TYPE "D" CURB	2300	LF	\$ 8.00	\$ 18,400.00	\$ 23.00	\$ 52,900.00	\$ 41.00	\$ 94,300.00	\$ 35.00	\$ 80,500.00
122	REMOVE & REPLACE TYPE "F" CURB &	7475	LF	\$ 9.00	\$ 67,275.00	\$ 31.00	\$ 231,725.00	\$ 51.00	\$ 381,225.00	\$ 45.00	\$ 336,375.00
123	REMOVE & REPLACE VALLEY GUTTER/D	1725	LF	\$ 8.00	\$ 13,800.00	\$ 27.00	\$ 46,575.00	\$ 47.00	\$ 81,075.00	\$ 40.00	\$ 69,000.00
124	FURNISH & INSTALL TYPE "D" CURB	1150	LF	\$ 7.00	\$ 8,050.00	\$ 25.00	\$ 28,750.00	\$ 45.00	\$ 51,750.00	\$ 35.00	\$ 40,250.00
125	FURNISH & INSTALL TYPE "F" CURB	2300	LF	\$ 8.00	\$ 18,400.00	\$ 31.00	\$ 71,300.00	\$ 55.00	\$ 126,500.00	\$ 45.00	\$ 103,500.00
126	FURNISH & INSTALL VALLEY GUTTER/	1725	LF	\$ 7.00	\$ 12,075.00	\$ 26.00	\$ 44,850.00	\$ 49.00	\$ 84,525.00	\$ 37.00	\$ 63,825.00
127	REMOVE & REPLACE ASPHALT SPEED H	11	EA	\$ 7,094.88	\$ 78,043.68	\$ 6,500.00	\$ 71,500.00	\$ 2,280.00	\$ 25,080.00	\$ 3,000.00	\$ 33,000.00
128	FURNISH & INSTALL PAVEMENT MARKI	1	LS	\$ 350,000.00	\$ 350,000.00	\$ 76,000.00	\$ 76,000.00	\$ 45,500.00	\$ 45,500.00	\$ 300,000.00	\$ 300,000.00
129	FURNISH AND INSTALL TREE PROTECT	1	LS	\$ 720,000.00	\$ 720,000.00	\$ 44,000.00	\$ 44,000.00	\$ 134,500.00	\$ 134,500.00	\$ 80,000.00	\$ 80,000.00
130	FURNISH AND INSTALL PLANTINGS (S	1000	EA	\$ 48.85	\$ 48,850.00	\$ 22.00	\$ 22,000.00	\$ 37.00	\$ 37,000.00	\$ 50.00	\$ 50,000.00

Sourcing Event 164 Durrs Neighborhood Stormwater Improvements

Event Line	Sourcing Event Item Description	Quantity	Unit Of Measure	Man-Con Inc		Ric Man International, Inc		David Mancini & Sons		Lauzi Construction Company	
				Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount	Unit Price	Response Amount
131	FURNISH AND INSTALL PLANTINGS (T	300	EA	\$ 618.50	\$ 185,550.00	\$ 940.00	\$ 282,000.00	\$ 1,090.00	\$ 327,000.00	\$ 1,000.00	\$ 300,000.00
132	REMOVE AND DISPOSE OF EXISTING T	300	EA	\$ 123.70	\$ 37,110.00	\$ 980.00	\$ 294,000.00	\$ 290.00	\$ 87,000.00	\$ 2,500.00	\$ 750,000.00
133	REMOVE AND RELOCATE EXISTING TRE	100	EA	\$ 494.80	\$ 49,480.00	\$ 4,800.00	\$ 480,000.00	\$ 363.00	\$ 36,300.00	\$ 4,500.00	\$ 450,000.00
134	FURNISH AND INSTALL SOD (BAHIA S	31740	SY	\$ 3.00	\$ 95,220.00	\$ 10.00	\$ 317,400.00	\$ 7.00	\$ 222,180.00	\$ 20.00	\$ 634,800.00
135	FURNISH AND INSTALL SOD (ST AUGU	47610	SY	\$ 4.80	\$ 228,528.00	\$ 17.00	\$ 809,370.00	\$ 6.00	\$ 285,660.00	\$ 20.00	\$ 952,200.00
136	RESTORATION OF EXISTING IRRIGATI	616	EA	\$ 196.00	\$ 120,736.00	\$ 590.00	\$ 363,440.00	\$ 78.00	\$ 48,048.00	\$ 500.00	\$ 308,000.00
137	FURNISH AND INSTALL VEGETATION R	5750	LF	\$ 4.27	\$ 24,552.50	\$ 36.00	\$ 207,000.00	\$ 23.00	\$ 132,250.00	\$ 40.00	\$ 230,000.00
138	REMOVE AND RELOCATE/REPLACE GATE	25	EA	\$ 3,092.62	\$ 77,315.50	\$ 3,000.00	\$ 75,000.00	\$ 726.00	\$ 18,150.00	\$ 400.00	\$ 10,000.00
139	REMOVE AND RELOCATE/REPLACE FENC	500	LF	\$ 206.60	\$ 103,300.00	\$ 63.00	\$ 31,500.00	\$ 87.00	\$ 43,500.00	\$ 100.00	\$ 50,000.00
140	REMOVE AND RELOCATE/REPLACE DECO	250	LF	\$ 476.25	\$ 119,062.50	\$ 120.00	\$ 30,000.00	\$ 44.00	\$ 11,000.00	\$ 250.00	\$ 62,500.00
141	FURNISH AND INSTALL GATE (PVC CO	25	EA	\$ 2,721.50	\$ 68,037.50	\$ 5,900.00	\$ 147,500.00	\$ 726.00	\$ 18,150.00	\$ 2,200.00	\$ 55,000.00
142	FURNISH AND INSTALL FENCE (PVC C	500	LF	\$ 197.95	\$ 98,975.00	\$ 150.00	\$ 75,000.00	\$ 87.00	\$ 43,500.00	\$ 80.00	\$ 40,000.00
143	FURNISH AND INSTALL DECORATIVE W	250	LF	\$ 327.80	\$ 81,950.00	\$ 360.00	\$ 90,000.00	\$ 44.00	\$ 11,000.00	\$ 240.00	\$ 60,000.00
144	REMOVE AND RELOCATE/REPLACE EXIS	50	EA	\$ 800.00	\$ 40,000.00	\$ 280.00	\$ 14,000.00	\$ 285.00	\$ 14,250.00	\$ 220.00	\$ 11,000.00
				<b>Totals</b>	<b>\$29,165,737.10</b>		<b>\$34,028,745.95</b>		<b>\$39,229,231.00</b>		<b>\$44,825,057.00</b>
				<b>Allowances</b>	<b>\$1,475,000.00</b>		<b>\$1,475,000.00</b>		<b>\$1,475,000.00</b>		<b>\$1,475,000.00</b>
				<b>Total + Allowances</b>	<b>\$30,640,737.10</b>		<b>\$35,503,745.95</b>		<b>\$40,704,231.00</b>		<b>\$46,300,057.00</b>

## Utility Analysis Zone 122

Broward County, FL

### Client

Broward County WWS  
2555 W. Copans Road  
Pompano Beach, FL 33069

### Point of Contact

Luz Sanchez  
954-831-0971  
Lusanchez@broward.org

### Start | Completion Dates

March 2019 | March 2020

### Contract Method

Hard Bid Contract

### Original | Final Cost

\$13,369,728 | \$14,422,974

Project Status Completed

### Scope of Work:

This project included the installation of a new water main, services, and meters; abandonment/removal of existing water main; new gravity sewer system, abandonment/removal of the existing gravity sewer system, installation of new force mains, abandonment/removal of the existing force mains, installation of new lift station and abandonment/modifications of existing lift stations. The project is bounded on the north by Middle River Canal and NW 39th Street, the south by the Oakland Park Blvd, on the east by Canal 3A and UAZ 123, and on the west by the Florida Turnpike, as shown on the plans. The work area is within the City of Lauderdale Lakes and Florida Department of Transportation Rights-of-ways. Broward County Water and Wastewater Services own and operate the Water Main and Gravity Sanitary Sewer System.

Construct 29,020 LF of 4", 6", 8", 10", 12", & 16" Water Main and appurtenances including abandonment of existing mains and 2" water services. Construct 16,666 LF of 8", 10", 12" & 14" Sanitary Sewer Main and appurtenances including abandonment or removal of existing mains, laterals, new lift station, demo & removal of two existing lift stations, 1,600 LF of force main, approximately 800 ft of 8" CIPP lining of existing sanitary sewer, rehabilitation of existing sanitary sewer manholes. Horizontal Directional Drill installation of 8" & 12" Water Mains and Force Main crossing existing canals and under Oakland Park Blvd. Complete roadway re-construction and realignment throughout existing multifamily development. Tree removal and replacement and replacement of all disturbed sod and landscape.



# Avenue H East and West North of Blue Heron Infrastructure Improvements-Phase 1A

Palm Beach County, FL

**Client**

City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

**Point of Contact**

Rick Labinsky, P.E.  
407-492-3712  
[Rmlabinsky@gmail.com](mailto:Rmlabinsky@gmail.com)

**Start | Completion Dates**

March 2018 | March 2019

**Contract Method**

Hard Bid Contract

**Original | Final Cost**

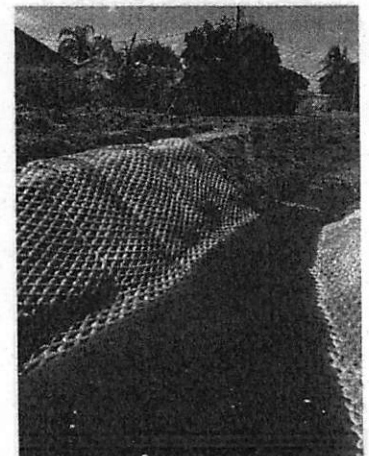
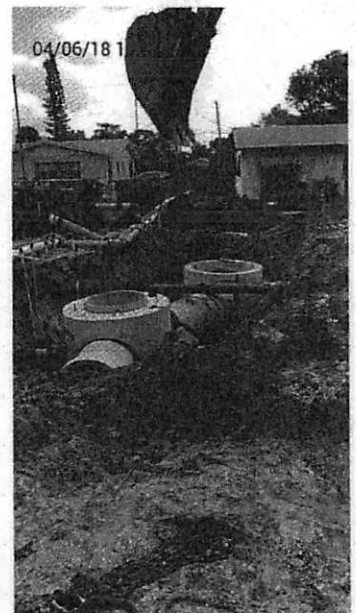
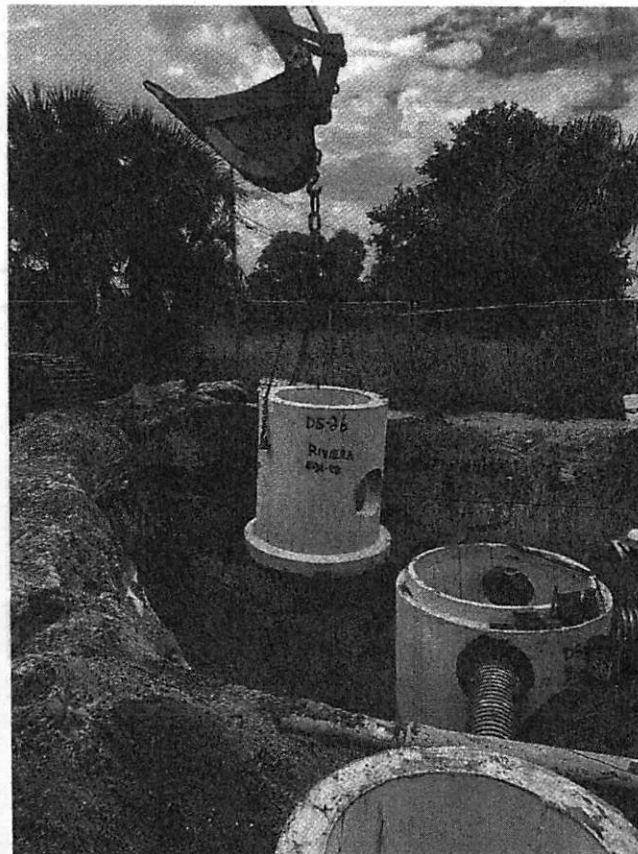
\$8,925,606 | \$9,316,257

**Project Status** Completed

**Scope of Work:**

Complete Right of Way to Right of Way Replacement of Paved Surface, Demo and Re-Construct.

- 8,586' RCP Drainage Installation Sizes 15" - 48" Diameter
- 1,400 LF Remove & Replace Existing Cast Iron Force Main Pipe
- 12,000 LF Furnish & Install and DIP Main Pipe, Incl Rem. Asbestos and Grout Abandonment
- Water Service relocation from rear to front of property.
- 7,327' Re-Line Ex. Sanitary Sewer & 93 EA Sewer Laterals
- Re-line 780' of up to 48" RCP Storm Drain
- 182 Drainage Structures



# Avenue O Neighborhood Infrastructure Improvements

Riviera Beach, FL

**Client**

City of Riviera Beach  
500 Australian Ave. South,  
Suite 850  
West Palm Beach, FL 33401

**Point of Contact**

Suzanne Dombrowski, P.E.  
Chen Moore & Associates  
561-746-6900 Ext. 1035  
SDombrowski@chenmoore.com

**Start | Completion Dates**

May 2018 | October 2019

**Days Completed Ahead  
Of Schedule:**

**Contract Method**

Hard Bid Contract

**Original | Final Cost**

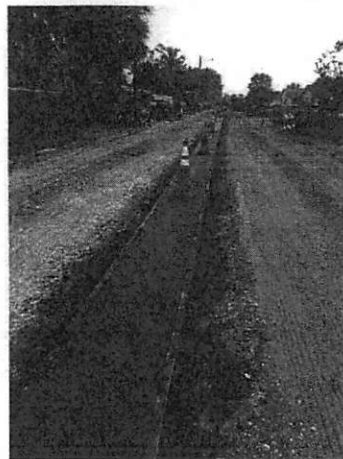
\$7,482,407 | \$8,840,460

**Project Status** Completed

**Scope of Work:**

The scope of work performed included the following:

- Complete Right of Way to Right of Way Replacement of Paved Surface, Demo and Re-Construct All Concrete Sidewalk and Driveway Aprons
- 6,791' RCP Drainage Installation Sizes 15" - 60" Diameter
- 1,144 LF Remove & Replace Existing Sanitary Sewer Pipe
- 12,708 LF Furnish & Install and DIP Main Pipe, Incl Rem. Asbestos and Grout Abandonment
- Water Service relocation from rear to front of property
- 6,761' Re-Line Ex. Sanitary Sewer
- 50 LF 6' x 7' Box Culvert FDOT Index 289
- Cured-In-Place Line Existing 8" VCP Sewer Pipe – 3,365 LF



# MAN CON INCORPORATED

ENGINEERING CONTRACTORS

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November 9th, 2023

City of Fort Lauderdale  
Paulette Hemmings Turner MBA, CPP  
Senior Procurement Specialist  
City of Fort Lauderdale | Procurement Services Division  
100 N. Andrews Ave. | Fort Lauderdale FL 33301  
P 954- 828-5139 | F 954-828-5576 | PTurner@fortlauderdale.gov  
Website: [www.fortlauderdale.gov/departments/finance/procurement-services](http://www.fortlauderdale.gov/departments/finance/procurement-services)

RE: ITB No. 164 TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS / SECTION 3 GOOD FIATH EFFORTS

Dear Ms. Hemmings,

Attached to this letter are Man-Con, Incorporated e-mails and correspondence to solicit pricing and participation from both Section 3 subcontractors and subcontractors with Section 3 workers for the above-mentioned bid event. It is worthy to note that the city of Fort Lauderdale list of the (two) section 3 subcontractors provided to us via addendum No. 4 on 10/10/2023 were non-responsive. The first vendor, Hoggin Construction met with us in our office and had seemed interested in the project however failed to carry through with a price proposal for the scope of work provided, the second JLC Construction Group, Inc. (Jeronald Cason) was contacted via phone and stated that he no longer participates in the program and has no interest to participate any longer as he is way to busy. Please see the attached good faith efforts correspondence.

Regards,



Anthony Mancini  
Vice President / Project Manager  
Office: (954) 427-0230  
3460 SW 11th Street  
Deerfield Beach, FL 33442

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Main Office:  
3460 S.W. 11<sup>th</sup> Street  
Deerfield Beach, Florida 33442  
O: 954-427-0230  
F: 954-427-8133

Palm Beach County Office:  
3020 Fairlane Farms Road  
Suite 1, Wellington, Florida  
33414

CAM #24-0124  
Exhibit 3  
Page 4 of 96



## Kevin Bessy

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**From:** Kevin Bessy  
**Sent:** Wednesday, October 18, 2023 2:17 PM  
**To:** hoggins34@yahoo.com  
**Cc:** Kate Hill  
**Subject:** HUD Section 3 subcontract opportunity Fort Lauderdale Durrs Neighborhood

Hello Ronnie,

Thanks for stopping by today and meeting with me. In this email you will find the following as discussed:

1. Schedule of **Bid Items** to be priced (if there are any you feel you do not want to price just let us know)
2. Plan Pages of the **Details** (I put a red square box around the ones I think will be the most import for you)
3. **Measure & Payment descriptions** for the Bid Item (I highlighted the lines that match the bid items)
4. I included the **Section 3 Forms** that need to be filled out as well.
5. You will also find a link to click below (Bid Documents: Distribution Documents), that will take you to all the contract documents for reference if needed ( Document labeled: **Event 164 DURRS NEIGHBORHOOD PLANS\_Part3 /** which shows grading and restoration street by street if needed)
6. Overall **project plan view** to show the neighborhood.

File link to the above items:  [Ronnie Hoggins](#)

File link to

If you have any questions at all, please do not hesitate to give me a call. I will be more than happy to answer any questions or help in any way I can.

Man-Con would like to request a quote for **BID/EVENT NO., 164, PROJECT NO., 11844, DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS**

**Bids Due: 11/03/23.** Please provide your pricing **ASAP** to ensure review and inclusion.

Bid Documents:  [Distribution Documents](#)

**Kevin J. Bessy, PhD**  
Senior Estimator / Project Manager  
Office: (954) 427-0230  
Cell: (954) 325-4359  
3460 SW 11th Street  
Deerfield Beach, FL 33442  
[www.mancon.ws](http://www.mancon.ws)



## Kevin Bessy

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**From:** HCU Admin <hcuoffice2000@gmail.com>  
**Sent:** Monday, October 23, 2023 3:54 PM  
**To:** Kevin Bessy  
**Cc:** hoggins34@yahoo.com; Kate Hill  
**Subject:** Re: FW: HUD Section 3 subcontract opportunity Fort Lauderdale Durrs Neighborhood

Got it, thanks!

Hoggins Construction Unlimited  
1843 S. Dixie Highway  
Pompano Beach, FL 33060  
[hcuoffice2000@gmail.com](mailto:hcuoffice2000@gmail.com)  
Phone 754-222-6465

*CONFIDENTIALITY NOTICE: This e-mail, including any attachments, may contain confidential information which is intended only for the use of the individual(s) or entitled named. If you receive this e-mail message in error, please immediately notify the sender by e-mail and delete it. Dissemination, forwarding, printing or copying of this e-mail without prior consent of the sender is strictly prohibited.*

*Thank you for your compliance.*

On Mon, Oct 23, 2023 at 3:54 PM Kevin Bessy <[kevinb@mancon.ws](mailto:kevinb@mancon.ws)> wrote:

**Kevin J. Bessy, PhD**

Senior Estimator / Project Manager

Office: (954) 427-0230

Cell: (954) 325-4359

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



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**From:** Kevin Bessy  
**Sent:** Wednesday, October 18, 2023 2:17 PM  
**To:** [hoggins34@yahoo.com](mailto:hoggins34@yahoo.com)  
**Cc:** Kate Hill <KateL@Mancon.ws>  
**Subject:** HUD Section 3 subcontract opportunity Fort Lauderdale Durrs Neighborhood

Hello Ronnie,

Thanks for stopping by today and meeting with me. In this email you will find the following as discussed:

1. Schedule of **Bid Items** to be priced (if there are any you feel you do not want to price just let us know)
2. Plan Pages of the **Details** (I put a red square box around the ones I think will be the most import for you)
3. **Measure & Payment descriptions** for the Bid Item (I highlighted the lines that match the bid items)
4. I included the **Section 3 Forms** that need to be filled out as well.
5. You will also find a link to click below (Bid Documents: Distribution Documents), that will take you to all the contract documents for reference if needed ( Document labeled: **Event 164 DURRS NEIGHBORHOOD PLANS\_Part3** / which shows grading and restoration street by street if needed)
6. Overall **project plan view** to show the neighborhood.

File link to the above items:  [Ronnie Hoggins](#)

File link to

If you have any questions at all, please do not hesitate to give me a call. I will be more than happy to answer any questions or help in any way I can.

Man-Con would like to request a quote for **BID/EVENT NO., 164, PROJECT NO., 11844, DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS**

**Bids Due: 11/03/23.** Please provide your pricing **ASAP** to ensure review and inclusion.

Bid Documents:  **Distribution Documents**

**Kevin J. Bessy, PhD**

Senior Estimator / Project Manager

Office: (954) 427-0230

Cell: (954) 325-4359

3460 SW 11th Street

Deerfield Beach, FL 33442

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# Man Con INCORPORATED

ENGINEERING CONTRACTORS

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November 9th, 2023

City of Fort Lauderdale  
Paulette Hemmings Turner MBA, CPP  
Senior Procurement Specialist  
City of Fort Lauderdale | Procurement Services Division  
100 N. Andrews Ave. | Fort Lauderdale FL 33301  
P 954- 828-5139 | F 954-828-5576 | PTurner@fortlauderdale.gov  
Website: [www.fortlauderdale.gov/departments/finance/procurement-services](http://www.fortlauderdale.gov/departments/finance/procurement-services)

RE: ITB No. 164 TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS / SECTION 3 WORKER PARTICIPATION

Dear Ms. Hemmings,

Attached to this letter are Man-Con Incorporated's Section 3 forms indicating Section 3 Worker participation as submitted by our company and our subcontractors participating in the abovementioned bid event.

Regards,



Anthony Mancini  
Vice President / Project Manager  
Office: (954) 427-0230  
3460 SW 11th Street  
Deerfield Beach, FL 33442

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Main Office:  
3460 S.W. 11<sup>th</sup> Street  
Deerfield Beach, Florida 33442  
O: 954-427-0230  
F: 954-427-8133

Palm Beach County Office:  
3020 Fairlane Farms Road  
Suite 1, Wellington, Florida  
33414

CAM #24-0124  
Exhibit 3  
Page 9 of 96

**FORM 3 - LIST OF PERMANENT EMPLOYEES, VERSION (1,2)**

	PROJECT NAME	CONTRACT EXECUTION DATE	CONSTRUCTION START DATE	TODAY'S DATE	
	<b>Durrs Neighborhood Stormwater Improvements</b>			<b>10/31/2023</b>	
NO.	NAME OF WORKER	EMPLOYER	JOB CATEGORY/TRADE	Section 3 Worker (Y/N)	Targeted Section
1	BESSY, KEVIN J	Man-Con Inc.	ESTIMATOR-PROJECT MANAGER	NO	NO
2	CHARLTON, HOWARD	Man-Con Inc.	LABORER	YES	NO
3	CHERRELUS, KERVENS	Man-Con Inc.	LABORER	YES	NO
4	CURD, PAUL L	Man-Con Inc.	LABORER	yes	NO
5	DANIELS III, FRED	Man-Con Inc.	TAILMAN	YES	NO
6	DENINIS, PATRICE V	Man-Con Inc.	LOADER OPERATOR	YES	NO
7	FLETCHER, BREON L	Man-Con Inc.	OPERATOR	YES	NO
8	GUARCHAJ, RAFAEL J	Man-Con Inc.	LABORER	YES	NO
9	HEPBURN, BARRINGTON	Man-Con Inc.	FOREMAN	YES	NO
10	HERRON, FREDDIE B	Man-Con Inc.	LABORER	YES	NO
11	HILL, KATE R	Man-Con Inc.	CLERICAL	YES	NO
12	LAUDONIO, ANTHONY A	Man-Con Inc.	TRUCK DRIVER	YES	NO
13	LEWIS III, MATTHEW	Man-Con Inc.	LOADER OPERATOR	YES	NO
14	MANCINI, ANTHONY J	Man-Con Inc.	CLERICAL	NO	NO
15	MANCINI, JEFFREY J.	Man-Con Inc.	SHAREHOLDER	NO	NO
16	MANCINI, LUKE	Man-Con Inc.	FOREMAN	NO	NO
17	MENDOZA, FEDERICO	Man-Con Inc.	BACKHOE OPERATOR	NO	NO
18	PALMER, DOREEN LYNN	Man-Con Inc.	CLERICAL	NO	NO
19	PEREIRA, MANUEL A.	Man-Con Inc.	PIPE LAYER	YES	NO
20	PEREZ RAMIREZ, JORGE	Man-Con Inc.	EXCAVATOR OPERATOR	YES	NO
21	PONCE DE LEON, ROBERTO	Man-Con Inc.	PROJECT MANAGER	NO	NO
22	SHELUDKO, MAKSYM	Man-Con Inc.	MECHANIC	YES	NO
23	SOMOZA, ORLANDO	Man-Con Inc.	LABORER	YES	NO

**FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
Durrs Neighborhood Stormwater Improvements			10/30/23

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	MATTHEW VANACEK	ATLAS SURVEYING	FIELD / SURVEY	Y	N
2	THOMAS WRIGHT	ATLAS SURVEYING	FIELD / SURVEY	Y	N
3	JOE CHINAPPAL	ATLAS SURVEYING	PM / SURVEY	N	N
4	KENNETH DRURY	ATLAS SURVEYING	LS / SURVEY	N	N
5	WESLEY HMAS	ATLAS SURVEYING	LS / SURVEY	N	N
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Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at

FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS			11/08//2023

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	Jose Andres Abad	HCD	Form Setter	Y	Y
2	Sebastian Balinha	HCD	Foreman	N	N
3	Adonias Baltazar	HCD	Laborer	Y	Y
4	Elexar Bonilla	HCD	Concrete Finisher	N	N
5	Jose Bonilla	HCD	Form setter	Y	Y
6	Sergio Hernandez	HCD	concrete finisher	N	N
7	Felipe Ibanez	HCD	concrete finisher	N	N
8	Lucas Juan Poseval	HCD	Laborer	Y	N
9	Olegario Tanaka	HCD	Foreman	N	N
10	Gaspar Lorenzo	HCD	Laborer	Y	Y
11	Jose Maravilla	HCD	concrete finisher	N	N
12	Herman Marcos	HCD	concrete finisher	N	N
13	Wilmer Marcos	HCD	concrete finisher	N	N
14	Edwin Mejia	HCD	laborer	Y	Y
15	Fernando Ochoa	HCD	concrete finisher	N	N
16	William Ramirez	HCD	laborer	Y	Y
17	Denis Reyes	HCD	Form setter	Y	Y
18	Hilario Rojas	HCD	Foreman	N	N
19	Jose Romero	HCD	concrete finisher	N	N
20	Luis Rose	HCD	Foreman	N	N

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**FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
Durrs Neighborhood Stormwater Improvements			10/20/2023

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	Tyler Chaves	Chaves Brothers Management, LLC	Videographer	Y	N
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- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
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- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at

**FORM 3 - LIST OF PERMANENT EMPLOYEES, VERSION(1,2)**

PROJECT NAME	CONTRACT EXECUTION DATE	CONSTRUCTION START DATE	TODAY'S DATE	
Durss Neighborhood Stormwater Improvements				10/31/2023
Last, First Name	Employer	Job Category/Trade	Section 3	Targeted Section 3
Anderson, Kenya	Rangeline Tapping	Administration	No	No
Benedetto, Thomas	Rangeline Tapping	Finance	No	No
Brown, Derry	Rangeline Tapping	Operations	Yes	No
Cintron, Damian	Rangeline Tapping	Finance	No	No
Crawley, Jason	Rangeline Tapping	Operations	No	No
Davis, Michael	Rangeline Tapping	Operations	Yes	No
Foushi, Gregory	Rangeline Tapping	Sales	No	No
Hammerlund, Tricia	Rangeline Tapping	Administration	No	No
Johnson, Trevor	Rangeline Tapping	Operations	No	No
Layton, Ebonie	Rangeline Tapping	Administration	No	No
Mainelli, Michael	Rangeline Tapping	Sales	No	No
Marks, David	Rangeline Tapping	Operations	No	No
Moore, Maxx	Rangeline Tapping	Sales	No	No
Schafer, Vickie	Rangeline Tapping	Operations	No	No
Smart, Wanda	Rangeline Tapping	Operations	No	No
Watters, Chase	Rangeline Tapping	Administration	No	No
White, Andy	Rangeline Tapping	Operations	Yes	No

**FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS			11/08/2023

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	MARIO DESTAVE	RAPID MILLING & PAVING	OPERATOR LOADER	Y	
2	CARLOS FERNANDEZ	RAPID MILLING & PAVING	LABORER ASPHALT	Y	
3	DIEGO FERNANDEZ	RAPID MILLING & PAVING	LABORER ASPHALT	Y	
4	JOSE JIMENEZ	RAPID MILLING & PAVING	LABORER ASPHALT	Y	
5	AGUSTIN MONTES	RAPID MILLING & PAVING	OPERATOR ROLLER	Y	
6	DAVID SANTOS	RAPID MILLING & PAVING	OPERATOR PAVER	Y	
7	GEOVANNI SOMAZA JR	RAPID MILLING & PAVING	LABORER ASPHALT	Y	
8	DANIEL VERDON	RAPID MILLING & PAVING	TRUCK DRIVER	Y	
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- The worker is a HUD YouthBuild participant; or
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### FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)

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Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS			11/08/23

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No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	Adrian King	Sherlock Tree Company	Trimmer	Y	N
2	Anthony Hankerson	Sherlock Tree Company	Groundsman	Y	N
3	David Zylberberg	Sherlock Tree Company	Driver	Y	N
4	Vicente Perez-Pablo	Sherlock Tree Company	Driver	Y	N
5	Jose Gaudalupe Hernandez	Sherlock Tree Company	Groundsman	Y	N
6	Prince Loskens	Sherlock Tree Company	Driver	Y	N
7	Dieulson Amilcar	Sherlock Tree Company	Groundsman	Y	N
8	Anderson Delinois	Sherlock Tree Company	Groundsman	Y	N
9	William Barrero	Sherlock Tree Company	Groundsman	Y	N
10	Elvin Charles	Sherlock Tree Company	Groundsman	Y	N
11	Juan Marcos	Sherlock Tree Company	Trimmer	Y	N
12	Nelson Augustin	Sherlock Tree Company	Trimmer	Y	N
13	John Rodriguez	Sherlock Tree Company	Driver	Y	N
14	Alonzo Selvie	Sherlock Tree Company	Driver	Y	N
15	Jose Sanchez	Sherlock Tree Company	Trimmer	Y	N
16	Gerardo Olivares	Sherlock Tree Company	Groundsman	Y	N
17	Juan Olivares	Sherlock Tree Company	Trimmer	Y	N
18	Rogelio Olivares	Sherlock Tree Company	Trimmer	Y	N
19	Cine Luckner	Sherlock Tree Company	Groundsman	Y	N
20	Sergio Jose Pedro	Sherlock Tree Company	Groundsman	Y	N

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Project Name	Contract Execution Date	Construction Start Date	Today's Date
			11/08/23

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No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	Cleveland Joshua	Sherlock Tree Company	Trimmer	Y	N
2	Angel Perez	Sherlock Tree Company	Driver	Y	N
3	Tyler Quick	Sherlock Tree Company	Trimmer	Y	N
4	Anilus Saget	Sherlock Tree Company	Trimme	Y	N
5	Donnet Saget	Sherlock Tree Company	Groundsman	Y	N
6	Jeffrey Simmons	Sherlock Tree Company	Driver	Y	N
7	Brandon St Gerard	Sherlock Tree Company	Trimmer	Y	N
8	Felipe Matias	Sherlock Tree Company	Trimmer	Y	N
9	Oscar Matias	Sherlock Tree Company	Trimmer	Y	N
10	Mark Bartels	Sherlock Tree Company	Trimmer	Y	N
11	Darwin Murillo	Sherlock Tree Company	Trimmer	Y	N
12	Ever Benitez	Sherlock Tree Company	Groundsman	Y	N
13	Dieurissaint Civil	Sherlock Tree Company	Driver	Y	N
14	Mariano Hernandez	Sherlock Tree Company	Groundsman	Y	N
15	Mackenson Derissaint	Sherlock Tree Company	Trimmer	Y	N
16	Michael Dewey	Sherlock Tree Company	Groundsman	Y	N
17	Juan Funez	Sherlock Tree Company	Trimmer	Y	N
18					
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- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at

**Tierra South Florida, Inc.**  
**Form 3 - List of Permanent Employees, Version (1,2)**

Project Name: Durrs Neighborhood  
Stormwater Improvements

Today's Date :10/23/2023

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No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	Acedo, Yimmy	Tierra South Florida, Inc.	Technician	Y	N
2	Ahmed, Amer	Tierra South Florida, Inc.	Technician	Y	N
3	Avila, Julio	Tierra South Florida, Inc.	Drilling	Y	N
4	Avila, Luis	Tierra South Florida, Inc.	Technician	Y	N
5	Bennett, Dominique	Tierra South Florida, Inc.	Administrative	N	N
6	Bennett, Hannah	Tierra South Florida, Inc.	Administrative	Y	N
7	Bennett, Harmon	Tierra South Florida, Inc.	Engineer	N	N
8	Burbano, Enrique	Tierra South Florida, Inc.	Technician	Y	N
9	Casas, Omar	Tierra South Florida, Inc.	Technician	Y	N
10	Casquilla, Arlene	Tierra South Florida, Inc.	Administrative	Y	N
11	Castro, Omar	Tierra South Florida, Inc.	Lab Technician	Y	N
12	Dickinson, Morgan	Tierra South Florida, Inc.	Engineer	N	N
13	Frederick, Christopher	Tierra South Florida, Inc.	Administrative	N	N
14	Funt, Bonni	Tierra South Florida, Inc.	Administrative	N	N
15	Galvez Cabrera, Juan	Tierra South Florida, Inc.	Drilling	Y	N
16	Gonzalez, Dayan	Tierra South Florida, Inc.	Technician	Y	N
17	Gonzalez, Norlyc	Tierra South Florida, Inc.	CADD	Y	N
18	Gonzalez, Wilson	Tierra South Florida, Inc.	Administrative	N	N
19	Gorman, Tyler	Tierra South Florida, Inc.	Technician	N	N
20	Guisinger, Amy	Tierra South Florida, Inc.	Engineer	N	N
21	Hernandez, Joel	Tierra South Florida, Inc.	Technician	Y	N
22	Hey, Stephen	Tierra South Florida, Inc.	Administrative	N	N
23	Janvier, Esvard	Tierra South Florida, Inc.	Engineer	Y	N
24	Krishnasamy, Raj	Tierra South Florida, Inc.	Engineer	N	N
25	Manoharan, Natarajan	Tierra South Florida, Inc.	Engineer	N	N
26	Marimon, Yoisel	Tierra South Florida, Inc.	Technician	Y	N
27	Martin, Jean	Tierra South Florida, Inc.	Technician	Y	N
28	Mora, Ulises	Tierra South Florida, Inc.	Technician	Y	N
29	Noel, Gary	Tierra South Florida, Inc.	Technician	Y	N
30	Oliva, Jose	Tierra South Florida, Inc.	Technician	N	N
31	Oviedo, Yosdel	Tierra South Florida, Inc.	Drilling	N	N
32	Parada, Alberto	Tierra South Florida, Inc.	Drilling	Y	N
33	Parada, Yeisel	Tierra South Florida, Inc.	Drilling	Y	N
34	Pedroso, Amado	Tierra South Florida, Inc.	Technician	Y	N
35	Perez, Timothy	Tierra South Florida, Inc.	Drilling	Y	N
36	Pillay, Jeya	Tierra South Florida, Inc.	Administrative	N	N
37	Pino, Yuniur	Tierra South Florida, Inc.	Drilling	Y	N
38	Quintero, Luis	Tierra South Florida, Inc.	Drilling	Y	N
39	Ramos Gutierrez, Juan C	Tierra South Florida, Inc.	Technician	Y	N
40	Reeves, Danny	Tierra South Florida, Inc.	Technician	N	N
41	Rodriguez, Juan	Tierra South Florida, Inc.	Drilling	N	N
42	Rosa, Juan	Tierra South Florida, Inc.	Lab Technician	N	N
43	Silas, Dimitrios	Tierra South Florida, Inc.	Technician	Y	N
44	Tolan, Robert	Tierra South Florida, Inc.	Lab Technician	Y	N
45	Tromans, Sean	Tierra South Florida, Inc.	Engineer	N	N
46	Underwood, Karysa	Tierra South Florida, Inc.	Technician	Y	N
47	Vedula, Ramakumar	Tierra South Florida, Inc.	Engineer	N	N
48	Venero, Brittany	Tierra South Florida, Inc.	Administrative	Y	N
49	Viamonte, OJ	Tierra South Florida, Inc.	Technician	Y	N
50					

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

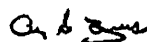
<b>PRODUCER</b> ZGI LLC 4443 Lyons Rd Suite D-212 Coconut Creek, FL 33073	<b>CONTACT NAME:</b> Nyssa A Pace
	<b>PHONE (A/C, No, Ext):</b> 248-294-7575 <b>FAX (A/C, No):</b> 248-254-6668 <b>E-MAIL ADDRESS:</b> nyssa@zervosgroup.com
<b>INSURED</b> MAN-CON INC 3460 SW 11th St Deerfield Beach, FL 33442-8137	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Continental Casualty Company      20443
	INSURER B : Continental Insurance Company      35289
	INSURER C : National Fire Insurance Co. Hartford      20478
	INSURER D : AGCS Marine Insurance Company      22837
	INSURER E : INSURER F :

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X, C, & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2077256991	07/31/2023	07/31/2024	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$15,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	X	X	2095076554	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	2095076568	07/31/2023	07/31/2024	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH)      N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			2077257008	07/31/2023	07/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
D	Lease&Rent Equip			SML93021954	07/31/2023	07/31/2024	150,000
D	Install Float			SML93021954	07/31/2023	07/31/2024	350,000
A	Limited Pollution			2077256991	07/31/2023	07/31/2024	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Bid No. 164 - Project No. 11844 - Durrs Neighborhood Stormwater Improvements**  
 City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are included as additional insureds on a primary and non-contributory basis with respects to the General Liability and Auto Liability policies when required by written contract. Waiver of subrogation applies in favor of the additional insureds on the Workers Compensation policy.

<b>CERTIFICATE HOLDER</b> City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER: ZGI LLC, 4443 Lyons Rd, Suite D-212, Coconut Creek, FL 33073. CONTACT NAME: Nyssa A Pace, PHONE: 248-294-7575, FAX: 248-254-6668, E-MAIL ADDRESS: nyssa@zervosgroup.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Continental Casualty Company (20443), INSURER B: Continental Insurance Company (35289), INSURER C: National Fire Insurance Co. Hartford (20478), INSURER D: AGCS Marine Insurance Company (22837).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Lease & Rent Equip, Install Float, and Limited Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Bid No. 164 - Project No. 11844 - Durrs Neighborhood Stormwater Improvements City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are included as additional insureds on a primary and non-contributory basis with respects to the General Liability and Auto Liability policies when required by written contract. Waiver of subrogation applies in favor of the additional insureds on the Workers Compensation policy.

CERTIFICATE HOLDER: City of Fort Lauderdale, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]





# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**Business Name:** MAN CON INCORPORATED

**Receipt #:** 189-1779  
**Business Type:** ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCT CTR)

**Owner Name:** GUY ANTHONY MANCINI/QUAL

**Business Opened:** 08/01/1985  
**State/County/Cert/Reg:** CUC056856

**Business Location:** 3460 SW 11 ST  
 DEERFIELD BEACH

**Business Phone:** 954-783-9806

**Exemption Code:**

Rooms                          Seats                          Employees                          Machines                          Professionals

BROWARD

		For Vending Business Only					
		Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
27.00	0.00	0.00	0.00	0.00	0.00	27.00	
Receipt Fee			27.00				
Packing/Processing/Canning Employees			0.00				

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

MAN CON INCORPORATED  
 3460 SW 11 ST  
 DEERFIELD BEACH, FL 33442

Receipt #04B-22-00003844  
 Paid 09/05/2023 27.00

**2023 - 2024**

**Business Tax Office**  
150 NE 2nd Ave.  
Deerfield Beach, FL 33441  
Phone: (954) 480-4333  
E-mail: web.btr@deerfield-beach.com



**Business Tax Receipt License**  
2023 - 2024  
License Number: 2024-467281  
Date Issued: 9/26/2023  
Expires: 9/30/2024

Classification: GENERAL CONTRACTOR'S OFFICE

MAN-CON INC  
3460 SW 11 ST  
DEERFIELD BEACH, Florida 33442

Business Location: 3460 SW 11 ST DFB 33442  
Service(s): OFFICE: 1 GNL CNTR; 1 EXCAV

Tax Amount: \$58.80	Add Fees: \$208.40	Penalty: \$0.00	Total Amount Paid: \$267.20
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**Notice:** This tax receipt becomes *NULL* and *VOID* if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

-----  
Detach and retain for your records

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at <http://www.deerfield-beach.com/signage>

**Increase traffic to your business by participating in the City's Recycling Rewards Program!**

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at [ifor@recyclingperks.com](mailto:ifor@recyclingperks.com). For information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**MANCINI, ANTHONY JEFFREY**

MAN-CON INCORPORATED  
3460 SW 11TH STREET  
DEERFIELD BEACH FL 33442

**LICENSE NUMBER: CGC1526881**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**MANCINI, GUY ANTHONY**

MAN-CON INCORPORATED  
3460 SW 11TH STREET  
DEERFIELD BCH FL 33442

**LICENSE NUMBER: CUC056856**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

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



# *State of Florida*

## *Department of State*

I certify from the records of this office that MAN-CON, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 31, 1985.

The document number of this corporation is H40555.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 1, 2021, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of September,  
2021*



*Randy R. Lee*  
**Secretary of State**

Tracking Number: 3573721933CU

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

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



**INCORPORATED**  
**EQUIPMENT LIST**

EQUIPMENT #	TYPE	MODEL - MFR
201	GRADER	CAT 135 H
203	ROLLER	DYNAPAC CC122
204	ROLLER	DYNAPAC CC102
209	TRACTOR	INTERNATIONAL 2500
211	BROOM TRACTOR	MASSEY FERGUSON 253
214	COMBO	CAT 420D
215	COMBO	CAT 420D IT
216	LOADER	CAT 262B SKID
217	LOADER	938G SER 2
218	LOADER	938G
223	BACKHOE	KOMATSU PC 308
229	BACKHOE	KOMATSU PC138 USLC-2
231	MILLING MACHINE	ASPHALT ZIPPER AZ 500
233	GENERATOR	WACKER
234	PUMP	SLOAN 6"
235	PUMP	THOMPSON 12"
236	PUMP	THOMPSON 12"
243	PUMP	THOMPSON JET 4"
244	COMPRESSOR	HATZ DIVE
245	COMPRESSOR	SULLIVAN AIR
246	WELDER	MILLER BIG 50
248	LOADER	JD 544J
249	BROOM TRACTOR	MASSEY FERGUSON MF461-2
251	INGRAM ROLLER	3 WHEEL
252	ROLLER	DYNAPAC 134D
254	WHEEL LOADER	CAT 924K
255	COMPACT TRACK LOADER	BOBCAT T110
256	WACKER REVERSESIBLE PLATE COMPACTOR	BPU4045A
259	COMPACT TRACK LOADER	CAT 299 D2
260	KOMATSU HYDR. EXCAVATOR	PC138USLC-11
261	JOHN DEERE	644K LOADER
262	COMPACT TRACK LOADER	CAT 279D
263	TRACK EXCAVATOR	CAT 336FL
264	CAT MINI EXCAVATOR	CAT 301.7
265	Double Drum Compactor Roller	CAT CB22B
266	MILLING MACHINE	ASPHALT ZIPPER 360-185A
267	CAT MINI EXCAVATOR	CAT 306
268	JOHN DEERE	544P WHEEL LOADER
269	CAT 325	TRACK EXCAVATOR
	SKID-PACK COMPACTOR	
	WACKER REVERSESIBLE PLATE COMPACTOR	
	6X14 TRENCH BOX	
	ARIES SEEKER PUSH CAMERA	
	PIPE LASER	TRIMBLE DG711
	WACKER REVERSESIBLE PLATE COMPACTOR	BPU3545A
	WACKER REVERSESIBLE PLATE COMPACTOR	DPU5545HE
	GORMAN RUPP 6" PORABLE PUMP	GORMAN RUPP

**EVENT NO. 164**

**REQUIRED FORMS**

---

**DURRS NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS**



**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:  
3460 SW 11th Street  
Deerfield Beach, FL 33442

Telephone:

Fax:

E-Mail Address:

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

Utility Analysis Zone 122  
03-2019 - 03/2020  
\$14,422,974 - Project Reference Sheet submitted with description of work

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

Please see submitted project reference sheets.

How many years has your organization been in business?

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

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:  Expiration Date:

Licensed in:

Engineering Contractor's License #   
(County/State)

Expiration Date:

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

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

**QUESTIONNAIRE SHEET**

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

Yes.

//

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

a)

b)

c)

d)

e)

f)

g)

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

Man-Con's Equipment list submitted with bid.

//

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

None.

//

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

None.

//

**TRENCH SAFETY**

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

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Trench Box	LF	38,000	2.00	\$76,000
B.				
C.				
D.				
<b>Total:</b>				<b>\$76,000</b>

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

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

DATE:

(SIGNATURE) 

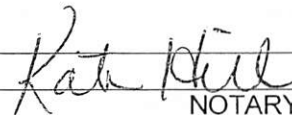
STATE OF:  COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,  
 affixed his/her signature in the space provided above on this  
 day of , 20



  
NOTARY PUBLIC

My Commission Expires:



**NON-COLLUSION STATEMENT**

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

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

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

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

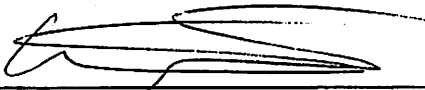
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

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

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

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

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

  
\_\_\_\_\_  
Authorized Signature

Anthony Mancini  
\_\_\_\_\_  
Name (Printed)

Vice President  
\_\_\_\_\_  
Title

10/4/23  
\_\_\_\_\_  
Date

Rev 09-2022



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

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

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

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

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

The Contract shall include provisions for the following:

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

\_\_\_\_\_  
Authorized Signature

Anthony Mancini, Vice President  
\_\_\_\_\_  
Print Name and Title

10/4/23  
\_\_\_\_\_  
Date



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: BID/EVENT NO., 164, PROJECT NO.,11844


Project Description: **DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS**

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

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

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

Contractor/Proposer/ Bidder Company Name: Man-Con Incorporated

Authorized Company Person's Signature:   
Anthony Mancini

Authorized Company Person's Title: Vice President

Date: 10/4/23

**CONSTRUCTION BID CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that its bid is submitted electronically through the City's online strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Man-Con Incorporated

Address: 3460 SW 11th Street

City: Deerfield Beach State: FL Zip: 33442

Telephone No. 954-427-0230 FAX No. 954-427-8133 Email: Anthony@mancon.ws

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<u>Jeffrey Mancini</u>	<u>President</u>	<u>Anthony Mancini</u>	<u>Vice President</u>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<u>Luke Mancini</u>	<u>Secretary</u>	<u>Caroline Mancini</u>	<u>Resident Agent</u>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>9/27/23</u>	<u>3</u>	<u>10/5/23</u>	_____	_____
<u>2</u>	<u>9/29/23</u>	<u>4</u>	<u>10/10/23</u>	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this bid, you must specify such exception or variance in the space provided below or reference in the space provided below, all variances contained on other pages within your bid. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A


The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

**Submitted by:**

Anthony Mancini  
Name (printed)

10/11/23  
Date:

Revised 06/23/2023

  
Signature

Vice President  
Title

**EVENT NO. 164**

**REQUIRED FORMS**

---

**DURRS NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS**



**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:  
3460 SW 11th Street  
Deerfield Beach, FL 33442

Telephone:

Fax:

E-Mail Address:

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

Utility Analysis Zone 122  
03-2019 - 03/2020  
\$14,422,974 - Project Reference Sheet submitted with description of work

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

Please see submitted project
reference sheets.

How many years has your organization been in business?

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

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:  Expiration Date:

Licensed in:

Engineering Contractor's License #   
(County/State)

Expiration Date:

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

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

**QUESTIONNAIRE SHEET**

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

Yes.

//

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

a)

b)

c)

d)

e)

f)

g)

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

Man-Con's Equipment list submitted with bid.

//

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

None.

//

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

None.

//

TRENCH SAFETY

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

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Trench Box	LF	38,000	2.00	\$76,000
B.				
C.				
D.				
<b>Total:</b>				<b>\$76,000</b>

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

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

DATE: 10/4/23

(SIGNATURE)

STATE OF: Florida COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Anthony Mancini  
(Name of Individual Signing)

Anthony Mancini who, after first being duly sworn by me,  
Kate Hill affixed his/her signature in the space provided above on this  
4th day of October, 20 23



Kate Hill  
NOTARY PUBLIC

My Commission Expires: 8/21/26



**NON-COLLUSION STATEMENT**

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

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

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

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

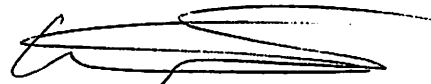
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

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

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

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

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

  
\_\_\_\_\_  
Authorized Signature

Anthony Mancini  
\_\_\_\_\_  
Name (Printed)

Vice President  
\_\_\_\_\_  
Title

10/4/23  
\_\_\_\_\_  
Date

Rev 09-2022



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

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

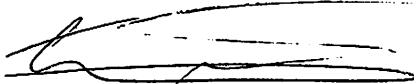
Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

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

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

The Contract shall include provisions for the following:

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

  
\_\_\_\_\_  
Authorized Signature

Anthony Mancini, Vice President  
\_\_\_\_\_  
Print Name and Title

10/4/23  
\_\_\_\_\_  
Date



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: BID/EVENT NO., 164, PROJECT NO.,11844

Project Description: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS

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

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

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

Contractor/Proposer/ Bidder Company Name: Man-Con Incorporated

Authorized Company Person's Signature:   
Anthony Mancini

Authorized Company Person's Title: Vice President

Date: 10/4/23

**CONSTRUCTION BID CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that its bid is submitted electronically through the City's online strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Man-Con Incorporated

Address: 3460 SW 11th Street

City: Deerfield Beach State: FL Zip: 33442

Telephone No. 954-427-0230 FAX No. 954-427-8133 Email: Anthony@mancon.ws

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<u>Jeffrey Mancini</u>	<u>President</u>	<u>Anthony Mancini</u>	<u>Vice President</u>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<u>Luke Mancini</u>	<u>Secretary</u>	<u>Caroline Mancini</u>	<u>Resident Agent</u>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>9/27/23</u>	<u>3</u>	<u>10/5/23</u>		
<u>2</u>	<u>9/29/23</u>	<u>4</u>	<u>10/10/23</u>		

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this bid, you must specify such exception or variance in the space provided below or reference in the space provided below, all variances contained on other pages within your bid. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A


The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

**Submitted by:**

Anthony Mancini  
Name (printed)

10/11/23  
Date:

Revised 06/23/2023

  
Signature

Vice President  
Title

Bid or  
Proposal  
Bond

# Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,  
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Man-Con Incorporated  
\_\_\_\_\_, as Principal, and  
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield  
Center, Ohio, as Surety, are held and firmly bound unto City of Fort Lauderdale  
100 N. Andrews Avenue Fort Lauderdale, FL 33301, as Obligee, in  
the penal sum of FIVE PERCENT OF BID AMOUNT (5%) DOLLARS,  
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for BID#164/ Project #11844  
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a  
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety  
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered  
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the  
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 4th day of October, 2023

Man-Con Incorporated  
Principal

By: [Signature]  
Anthony Mancini

**Westfield Insurance Company**

By: [Signature]  
Angelo G. Zervas, Attorney-in-Fact





THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0895602 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANGELO G. ZERVOS, COURTNEY SAUNDERS, JOINTLY OR SEVERALLY

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of DECEMBER A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of DECEMBER A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of October A.D., 2023



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)



**ZERVOS GROUP, INC.**  
INSURANCE & BONDS



October 4th, 2023

Re: **Man Con Incorporated**  
**3460 S.W. 11<sup>th</sup> Street**  
**Deerfield Beach, FL 33442**

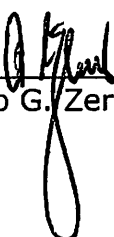
To Whom It May Concern:

It is the privilege of Zervos Group, Inc. and Westfield Insurance Company to provide surety bonds on behalf of Man-Con Incorporated. In our opinion, Man-Con Incorporated is properly financed, well-equipped and capably managed.

At the present time, Westfield Insurance Company provides a \$60,000,000.00 single project / \$100,000,000.00 aggregate surety program to Man-Con Incorporated. As always, Westfield Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

Westfield Insurance Company is listed on the U. S. Treasury Department's Listing of Approved Sureties (2007 Department Circular 570), and is rated "A" (Excellent) by A. M. Best Company.

Sincerely,  
Westfield Insurance Company

By:   
Angelo G. Zervos, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0995602 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANGELO G. ZERVOS, COURTNEY SAUNDERS, JOINTLY OR SEVERALLY

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of DECEMBER A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of DECEMBER A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Garrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of October A.D., 2023



Frank A. Carrino Secretary Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ITB No. 164

### TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS

---

#### ADDENDUM NO.1

DATE: 09/27/2023

This addendum is being issued to Update Plans and Specifications

1. A list and description of the Bid Schedule revisions made under Addendum #1 are detailed below:
  - a. Bid Item Numbers were updated to match Measurement & Payment Section.
  - b. Bid Item Quantities were updated in accordance with the Plan Revisions for Addendum #1. There were changes to Bid Item Numbers: 10, 12, 13, 16, 17, 18, 19, 20, 24, 29, 40, 61, 83, 84, 85, & 133.
  
2. A list and description of Specification revisions made under Addendum #1 is detailed below:
  - a. Section 01025 – MEASUREMENT AND PAYMENT
    - i. All revisions were bolded for clarity.
    - ii. Item No. 74 was revised to include coatings and linings.
    - iii. Items No. 75 through 76 were revised to include packing, seals, and welding.
    - iv. Item No. 105 was revised to correct the payment section reference for removing and disposing existing concrete pavement based upon the unit price per square yard named in the Bid Schedule.
    - v. Item No. 106 was revised to correct the payment section reference for removing and disposing existing asphalt pavement based upon the unit price per square yard named in the Bid Schedule.
    - vi. Items No. 130 through 131 were revised to include acceptable tree species and minimum requirements for height and spread.
    - vii. Item No. 133 was revised to correct the Payment section reference to remove and relocate each tree based upon the actual number of trees relocated.
  
3. A list and description of Plan Revisions under Addendum #1 marked as Revision 1 and dated 9/21/23 is detailed below:
  - a. Sheet #GG-GN-03 – LIST OF DRAWINGS
    - i. Complete sheet update.
    - ii. Four (4) sheets were identified with a revision block number 1 for added, revised, removed or reissued under addendum #1 dated 9/21/23.



- b. Sheet #GG-GN-06 – GENERAL NOTES
  - i. Complete sheet update
  - ii. Added note No. 45 for requirements for contractor for the use of a 6' x 4' structure in lieu of a 3.5' x 6.5' structure for all locations on the plans that indicate "CB 3.5' x 6.5' Rect. MH & CB.
- c. Sheet #CZ-DT-20 – WATER QUALITY STRUCTURE DETAILS
  - i. Complete sheet update.
  - ii. Revised inverts and elevations for structures STWQ-S325 and STWQ-S328.
- d. Sheet #CZ-DT-21 – STORMWATER STRUCTURE DETAILS
  - i. Complete sheet update.
  - ii. Added sheet to provide 4' wide x 7' long modified inlet with flume extension for use with 30" – 36" diameter pipe, 4' wide x 8' long modified inlet with flume extension for use with 30" – 36" diameter pipe, and CB 3.5' x 6.5' Rect. MH & CB details.

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: Man-Con Incorporated

(Please print)

Bidder's Signature 

Anthony Mancini

Date: 10/11/23

## FORM 1 – SECTION 3 ASSESSMENT AND CERTIFICATIONS

This form is required for ALL projects and must be submitted with bid or application for funding.

### Project Information

Project Name: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS
Project Location or Address(es): Fort Lauderdale, FL

### Developer/Contactor Information:

Name of Firm: Man-Con Incorporated	Address: 3460 SW 11th St., Deerfield Beach, FL 33442
Authorized Representative: Anthony Mancini	Title: Vice President
Phone: 954-427-0230	Email: Anthonym@mancon.ws

1. Check all that apply to your business:

- Your business is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract? Will  Yes  No

3. you be using subcontractors to complete this project?

- Yes  No

4. Is your bid/contract amount greater than \$200,000?

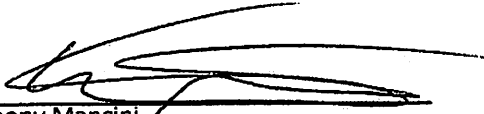
- Yes  No

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under \$200,000.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit quarterly and final Section 3 reports (FORM 6), associated forms as applicable (FORMS 2, 3 and 4) and supporting documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.*



Anthony Mancini

Authorized Representative Signature

10/4/23

Date

City of Fort Lauderdale

Section 3 *Project* Implementation Plan  
**FORM 2 – SUBCONTRACTOR INFORMATION, VERSION (1, 2, 3)**

This form is required for ALL projects (regardless of whether Section 3 is triggered) and must be submitted with bid or application for funding. If project is over \$200,000 in HUD funds, this form must be updated and re-submitted at the time of contract execution and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS			10/4/23

Check the box that applies and complete the table if applicable:

- This project WILL NOT utilize subcontractors.
- This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1		Rapid Milling & Paving	1014 S Congress Ave, Ste B, Palm Springs, FL 33406 954-427-0230	Asphalt Paving	\$2,045,825.75
2		Concrete Pro	3350 SW 148 Ave, Ste 110, Miramar, FL 33027 954-802-4353	Concrete	\$1,412,407.00
3		Sherlock Tree Co., Inc.	697 SW 9th Terrace, Pompano Beach, FL 33069 954-788-4000	Tree Planting	\$274,500.00
4		Atlas Surveying & Mapping	612 Skylake Dr, West Palm Beach, FL 33415 561-248-8339	Survey	\$347,242.00
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22					



**FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS			10/4/23

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status. - See Attached.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
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11					
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20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at

**FORM 3 - LIST OF PERMANENT EMPLOYEES, VERSION (1,2)**

	PROJECT NAME	CONTRACT EXECUTION DATE	CONSTRUCTION START DATE	TODAY'S DATE	
NO.	NAME OF WORKER	EMPLOYER	JOB CATEGORY/TRADE	Section 3 Worker (Y/N)	Targeted Section Worker (Y/N)
1	BESSY, KEVIN J	Man-Con Inc.	ESTIMATOR-PROJECT MANAGER	NO	NO
2	CHARLTON, HOWARD	Man-Con Inc.	LABORER	YES	NO
3	CHERRELUS, KERVENS	Man-Con Inc.	LABORER	YES	NO
4	CURD, PAUL L	Man-Con Inc.	LABORER	NO	NO
5	DANIELS III, FRED	Man-Con Inc.	TAILMAN	YES	NO
6	DENINIS, PATRICE V	Man-Con Inc.	LOADER OPERATOR	NO	NO
7	FLETCHER, BREON L	Man-Con Inc.	OPERATOR	YES	NO
8	GUARCHAJ, RAFAEL J	Man-Con Inc.	LABORER	YES	NO
9	HEPBURN, BARRINGTON	Man-Con Inc.	FOREMAN	NO	NO
10	HERRON, FREDDIE B	Man-Con Inc.	LABORER	YES	NO
11	HILL, KATE R	Man-Con Inc.	CLERICAL	NO	NO
12	LAUDONIO, ANTHONY A	Man-Con Inc.	TRUCK DRIVER	NO	NO
13	LEWIS III, MATTHEW	Man-Con Inc.	LOADER OPERATOR	YES	NO
14	MANCINI, ANTHONY J	Man-Con Inc.	CLERICAL	NO	NO
15	MANCINI, JEFFREY J.	Man-Con Inc.	SHAREHOLDER	NO	NO
16	MANCINI, LUKE	Man-Con Inc.	FOREMAN	NO	NO
17	MENDOZA, FEDERICO	Man-Con Inc.	BACKHOE OPERATOR	NO	NO
18	PALMER, DOREEN LYNN	Man-Con Inc.	CLERICAL	NO	NO
19	PEREIRA, MANUEL A.	Man-Con Inc.	PIPE LAYER	NO	NO
20	PEREZ RAMIREZ, JORGE	Man-Con Inc.	EXCAVATOR OPERATOR	YES	NO
21	PONCE DE LEON, ROBERTO	Man-Con Inc.	PROJECT MANAGER	NO	NO
22	SHELUDKO, MAKSYM	Man-Con Inc.	MECHANIC	YES	NO
23	SOMOZA, ORLANDO	Man-Con Inc.	LABORER	YES	NO

## FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS			10/4/23

- Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

- Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation. Must have been provided by **City of Fort Lauderdale** prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

## FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)

- Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.
- If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

### Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities

- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other:



ENGINEERING CONTRACTORS

**Form 4 – Documentation of Qualitative Efforts**

Man-Con Incorporated (MCI) has reached out to all our subcontractors to ascertain if their employees meet the Section 3 qualifications. We have submitted with our bid the supporting documentation of our best efforts to satisfy this goal. If awarded this project, Man-Con Inc. will make our best qualitative efforts to engage in outreach in targeting Section 3 workers for this project.

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Main Office:  
3460 S.W. 11<sup>th</sup> Street  
Deerfield Beach, Florida 33442  
O: 954-457-0230  
F: 954-427-8133

Palm Beach County Office:  
3020 Fairlane Farms Road  
Suite 1, Wellington, Florida 33414

**DURRS NEIGHBORHOOD  
STORMWATER IMPROVEMENTS**

Company	Email	Section 3 Email sent 10/6/23	Response	Response Date
Lines Unlimited	linesunlimited@aol.com	X	Does not quality	10/6/2023
Fordline	Fabed Romero <fabed.romero@fordline.com>	X	Does not quality	10/10/2023
Vulcan Materials	Alvarez, Eddie <alvarez@vmcmail.com>	X	No response	
Tupler Trucking	estimating@tuplertucking.com	X	Does not quality	10/10/2023
Gomez Fence	Estimating Department <estimating@gomezfence.com>	X	No response	
FL Blacktop	George@floridablacktopinc.com	X	No response	
Bobr Barricades	bbob@bobrbarricades.com	X	Does not quality	10/6/2023
Ranger Construction	James Hager <James.Hager@rangerconstruction.com>	X	Does not quality	10/6/2023
Rinker Pipe	Sofia Ponzo <Sofia.Ponzo@rinkerpipe.com>	X	No response	
Core & Main	Clark, Mick <Mick.Clark@coreandmain.com>	X	No response	
Madina Sod	Farris Shatara <farris@madinasod.com>	X	No response	
Atlas Survey	mjc239@gmail.com	X	Does not quality	10/6/2023
C & R Milling	Isabel crmilling.com <isabel@crmilling.com>	X	Does not quality	10/6/2023
Vortex	trobertson@vortexcompanies.com	X	No response	
Foley Products	Kathryn Moore <kathryn.moore@foleyproducts.com>	X	No response	
Rocklan	Robert Stuij <rocklaneath@gmail.com>	X	No response	
Rapid Milling	Andrea Caporell <andrea@rapidmp.com>	X	No response	
Ferguson	Matt Briggle@ferguson.com	X	Does not quality	10/6/2023
TSF Geo	Wilson Gonzalez <wgonzalez@tsfgeo.com>	X	No response	
Thomas Geotechnical		X	No response	
County Materials	Larry Wietzel <Larry.Wietzel@countymaterials.com>	X	Does not quality	10/6/2023
General Asphalt	rob@generalasphalt.com	X	No response	
UES	Manuel Ulloa <MUlloa@teamues.com>	X	No response	
LP Video	Lisa Pearl <lpearl@lp-video.com>	X	No response	
Rangeline	Max Moore <max@rangeline.com>	X	No response	
Acme Barricades	Brian Marks <brian@rangeline.com>	X	No response	
Blackgold Paving	blbarricades@acmebarricades.com	X	No response	
Overhead Visuals	Tandieka McDonald <admin@blackgoldpavingll.com>	X	No response	
Sherlock Tree	Tyler Chaves <tchaves@overheadvisuals.com>	X	Does not quality	10/10/2023
Truehaul	ts@shetlocktree.com	X	No response	
Florida Concrete Products	Estimating Department <estimating@truehaul.net>	X	Does not quality	10/6/2023
Florida Blacktop	Issadora Diaz <idiaz@fcp-us.com>	X	No response	
Concrete Products of the Palm Beaches	Elias Shaouy <eeshaouy@gmail.com>	X	Does not quality	10/10/2023
AG Land	Jeff Dick <jdick@ppb.us>	X	No response	
Compass Point	jmcat@aglandfl.net	X	No response	
	brw@cp-surveyors.com	X	Does not quality	10/10/2023

## FORM 1 – SECTION 3 ASSESSMENT AND CERTIFICATIONS

This form is required for ALL projects and must be submitted with bid or application for funding.

**Project Information**

Project Name: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS
Project Location or Address(es): Fort Lauderdale, FL

**Developer/Contactor Information:**

Name of Firm: <b>Florida Blacktop, Inc.</b>	Address: 1287 West Atlantic Blvd, Pompano Beach, FL 33069
Authorized Representative: <b>Elias Shaouy</b>	Title: <b>President</b>
Phone: <b>954-943-9700</b>	Email: <b>floridablacktop@gmail.com</b>

1. Check all that apply to your business:

- Your business is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract? Will  Yes  No

3. you be using subcontractors to complete this project?  
 Yes  No

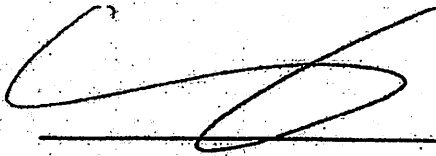
4. Is your bid/contract amount greater than \$200,000?  Yes  No

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under \$200,000.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit quarterly and final Section 3 reports (FORM 6), associated forms as applicable (FORMS 2, 3 and 4) and supporting documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.*



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Authorized Representative Signature

October 11, 2023

Date



### FORM 3-- LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS	TBD	January/February 2024	10/11/2023

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1	Paul Emmans	Florida Blacktop, Inc.	office staff	No	No
2	Enid Millan	Florida Blacktop, Inc.	office staff	No	No
3	Maria Olmeda	Florida Blacktop, Inc.	office staff	No	No
4	Natalie Shaouy	Florida Blacktop, Inc.	office staff	No	No
5	Osbert Junior Henry	Florida Blacktop, Inc.	Asphalt crew	No	No
6	Jamie Baldwin	Florida Blacktop, Inc.	Asphalt crew	No	No
7	John Griffin	Florida Blacktop, Inc.	Asphalt crew	No	No
8	John Johns	Florida Blacktop, Inc.	Asphalt crew	No	No
9	Tyrone Griffin	Florida Blacktop, Inc.	Asphalt crew	No	No
10	Robert A Shaouy	Florida Blacktop, Inc.	Asphalt crew	No	No
11	Cedric Sweney	Florida Blacktop, Inc.	Asphalt crew	No	No
12	Jordan Parsons	Florida Blacktop, Inc.	Asphalt crew	No	No
13					
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19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at

<https://www.huduser.gov/portal/datasets/il.html>)

**Kate Hill**

---

**Subject:** FW: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

**From:** mjc2239@gmail.com <mjc2239@gmail.com>  
**Sent:** Friday, October 6, 2023 12:56 PM  
**To:** Kate Hill <katel@mancon.ws>  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

No

Thank you,

Joe Chinappi  
Atlas Surveying & Mapping, Inc.  
612 Skylake Dr.  
West Palm Beach, FL. 33415  
Office : 561-640-4069  
Cell : 754-224-7441

**Confidentiality Notice:**

*The information contained in this transmittal, including any attachments, is privileged and confidential information and is intended only for the person or entity to which it is addressed. If you neither the intended recipient nor the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, copying or distribution or the taking of any actions in reliance on the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please contact the sender immediately and delete this transmittal from any computer or other data bank.*

**From:** Kate Hill <katel@mancon.ws>  
**Sent:** Friday, October 6, 2023 12:47 PM  
**Cc:** Estimating <Estimating@Mancon.ws>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

**Section 3 worker is:**

"any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (I) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (II) The worker is employed by a Section 3 business concern.
- (III) The worker is a YouthBuild participant."

Income Limits | HUD USER

If you **do qualify** as a Section 3 subcontractor, please fill out the attached forms and return it to me ASAP to be included.

If you **do not qualify** as a Section 3, please also indicate as such in a return email as part of this email thread.

If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

*Thank you,*

**Kate Hill**

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**To:** John Baldwin  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID

We do not have employees in those categories.

John Baldwin  
Vice President

Bob's Barricades, Inc.  
921 Shotgun Rd.  
Sunrise, Florida 33326

O:954-423-2627  
F:954-473-8737  
C:754-224-0034

[jbaldwin@bobsbarricades.com](mailto:jbaldwin@bobsbarricades.com)

[www.bobsbarricades.com](http://www.bobsbarricades.com)

"The Leader in the Traffic Control Industry for 48 years"

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Bob's Barricades, Inc.

If you are not the intended recipient, you are hereby notified that any use of the information contained

in or transmitted with the communication or dissemination, distribution, or duplication of this communication is strictly prohibited by law.

If you have received this communication in error, please immediately return this communication to the sender

and delete the original message and any copy of it in your possession.

On 10/6/2023 12:47 PM, Kate Hill wrote:

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

Section 3 worker is:

"any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant."

Income Limits | HUD USER

If you **do qualify** as a Section 3 subcontractor, please fill out the attached forms and return it to me ASAP to be included.

If you do not qualify as a Section 3, please also indicate as such in a return email as part of this email thread.

If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

*Thank you,*

**Kate Hill**

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**To:** isabel crmilling.com  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon Kate

We do not qualify ... we are not Section 3.

**From:** Kate Hill [mailto:katel@mancon.ws]  
**Sent:** Friday, October 06, 2023 12:47 PM  
**Cc:** Estimating <Estimating@Mancon.ws>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

Section 3 worker is:

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- (III) The worker is a YouthBuild participant."

### Income Limits | HUD USER

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If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

*Thank you,*

**Kate Hill**  
Assistant Project Manager  
O:954-427-0230  
3460 SW 11th Street  
Deerfield Beach, FL 33442  
[www.mancon.ws](http://www.mancon.ws)



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## Kate Hill

---

**To:** Larry Wetzel  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID

We are not Section 3. Thanks for checking!

Larry Wetzel  
Sales Representative



25750 County Road 561, Astatula FL 34705  
[Larry.Wetzel@countymaterials.com](mailto:Larry.Wetzel@countymaterials.com)  
352-251-8723 (Mobile)  
[www.countymaterials.com](http://www.countymaterials.com)



---

**From:** Kate Hill <[katel@mancon.ws](mailto:katel@mancon.ws)>  
**Sent:** Friday, October 6, 2023 12:47:13 PM  
**Cc:** Estimating <[Estimating@Mancon.ws](mailto:Estimating@Mancon.ws)>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

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- (III) The worker is a YouthBuild participant.”

Income Limits | HUD USER

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If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

*Thank you,*

**Kate Hill**

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**To:** Matt.Briggle@Ferguson.com  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

We do not qualify

**Matt Briggie**  
**Outside Sales**  
Ferguson Waterworks

C: (305) 898-9373

**From:** Kate Hill <katel@mancon.ws>  
**Sent:** Friday, October 6, 2023 12:47 PM  
**Cc:** Estimating <Estimating@Mancon.ws>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon,

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- (III) The worker is a YouthBuild participant.”

### Income Limits | HUD USER

If you **do qualify** as a Section 3 subcontractor, please fill out the attached forms and return it to me ASAP to be included.

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If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

*Thank you,*

**Kate Hill**  
Assistant Project Manager  
O:954-427-0230  
3460 SW 11th Street  
Deerfield Beach, FL 33442  
[www.mancon.ws](http://www.mancon.ws)



**Kate Hill**

---

**To:** linesunlimited@aol.com  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID

We do not qualify for section 3

**Brent Crone**  
President  
Lines Unlimited, Inc.  
501 N. Orlando Ave Suite 313 PMB 249  
Winter Park, FL 32789  
[linesunlimited@aol.com](mailto:linesunlimited@aol.com)  
(772) 345-2520 office  
(772) 673-0376 fax  
(954) 914-6016 cell

On Friday, October 6, 2023 at 12:47:33 PM EDT, Kate Hill <[katel@mancon.ws](mailto:katel@mancon.ws)> wrote:

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

Section 3 worker is:

“any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (I) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
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Income Limits | HUD USER

If you **do qualify** as a Section 3 subcontractor, please fill out the attached forms and return it to me ASAP to be included.

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If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

***Thank you,***

***Kate Hill***

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



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## Kate Hill

---

**To:** James Hager  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID

As far as I know, Ranger does not qualify as a Section 3 subcontractor.

*Jim Hager*

*Estimator / Project Manager*



1645 North Congress Avenue  
West Palm Beach, FL 33409  
[James.Hager@rangerconstruction.com](mailto:James.Hager@rangerconstruction.com)  
Cell (561) 441-8940

**From:** Kate Hill <[katel@mancon.ws](mailto:katel@mancon.ws)>  
**Sent:** Friday, October 6, 2023 12:47 PM  
**Cc:** Estimating <[Estimating@Mancon.ws](mailto:Estimating@Mancon.ws)>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

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[Income Limits | HUD USER](#)

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If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

*Thank you,*

*Kate Hill*

Assistant Project Manager  
O:954-427-0230  
3460 SW 11th Street  
Deerfield Beach, FL 33442  
[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**To:** Estimating Department  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID

Good afternoon,

We do not qualify as a Section 3 Subcontractor.

Thank you,

Estimating Department

---



Office: [786-610-0330](tel:786-610-0330)  
Mobile:  
Email: [estimating@truehaul.net](mailto:estimating@truehaul.net)  
Web: [www.truehaul.net](http://www.truehaul.net)

Main Office:  
[739 Washington Avenue, Suite 901267](https://www.google.com/maps/place/739+Washington+Avenue,+Suite+901267,+Homestead,+FL+33090)  
[Homestead, FL 33090](https://www.google.com/maps/place/739+Washington+Avenue,+Suite+901267,+Homestead,+FL+33090)



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**From:** Kate Hill <[katel@mancon.ws](mailto:katel@mancon.ws)>

**Date:** Friday, October 6, 2023 at 12:47 PM

**To:**

**Cc:** Estimating <[Estimating@Mancon.ws](mailto:Estimating@Mancon.ws)>

**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

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[Income Limits | HUD USER](#)



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If you have any questions please call Kevin Bessy 954-427-0230 or email [Estimating@mancon.ws](mailto:Estimating@mancon.ws)

**Thank you,**

**Kate Hill**

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**To:** Benjamin R. Wiser (Compass Point Surveyors)  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

We do NOT qualify.

Benjamin R. Wiser  
Manager/PM  
**Compass Point Surveyors, PL**  
3350 NW 22<sup>nd</sup> Terrace #1200  
Pompano Beach, FL 33069  
Office: 954-332-8181 x 201  
Cell: 727-919-3358  
brw@cp-surveyors.com  
www.cp-surveyors.com



**From:** Kate Hill <katel@mancon.ws>  
**Sent:** Friday, October 6, 2023 1:04 PM  
**To:** Benjamin R. Wiser (Compass Point Surveyors) <brw@cp-surveyors.com>; Lori Melrose <llm@cp-surveyors.com>  
**Cc:** Estimating <Estimating@Mancon.ws>  
**Subject:** FW: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon,

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If you have any questions please call Kevin Bessy 954-427-0230 or email Estimating@mancon.ws

**Thank you,**

**Kate Hill**

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**To:** Fabed Romero  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

Good afternoon Kate,

I apologize for not answering earlier but we don't meet the requirements.

Thank you!  
-Fabed

Get [Outlook for iOS](#)

---

**From:** Kate Hill <[katel@mancon.ws](mailto:katel@mancon.ws)>  
**Sent:** Friday, October 6, 2023 12:50 PM  
**Cc:** Estimating <[Estimating@Mancon.ws](mailto:Estimating@Mancon.ws)>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

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**Thank you,**

**Kate Hill**  
Assistant Project Manager  
O:954-427-0230  
3460 SW 11th Street  
Deerfield Beach, FL 33442  
[www.mancon.ws](http://www.mancon.ws)



## Kate Hill

---

**Subject:** FW: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID  
**Attachments:** image002.png; Section 3 Forms.pdf; UCP DBE CERTIFICATE.pdf

Good Morning,

Please see the forms filled out attached. Please note we do not qualify for Section 3 but we are certified Florida DBE, also attached.

Thank you,

On Fri, Oct 6, 2023 at 12:50 PM Kate Hill <[katel@mancon.ws](mailto:katel@mancon.ws)> wrote:

Good afternoon,

As per the contract documents and as a requirement of this bid, please indicate if you qualify as a Section 3 subcontractor or not.

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*Thank you,*

***Kate Hill***

Assistant Project Manager

O:954-427-0230

3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)



**Kate Hill**

---

**To:** estimating@tuplertrucking.com  
**Subject:** RE: RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS  
BID

Sorry, we do not qualify as A Section 3.

**ERNESTO M. CEBALLOS**

CHIEF ESTIMATOR  
AUSTIN TUPLER TRUCKING, INC.

6570 SW 47<sup>th</sup> COURT

DAVIE, FL 33314

Office: 954-583-0801

---

**From:** Kate Hill <katel@mancon.ws>  
**Sent:** Friday, October 6, 2023 12:47 PM  
**Cc:** Estimating <Estimating@Mancon.ws>  
**Subject:** RFI\_FORT LAUDERDALE\_DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS BID

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**Thank you,**

**Kate Hill**  
Assistant Project Manager  
O:954-427-0230  
3460 SW 11th Street

Deerfield Beach, FL 33442

[www.mancon.ws](http://www.mancon.ws)





## FORM 5 – SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



**ITB No. 164**

**TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS**

---

**ADDENDUM NO.1**

**DATE: 09/27/2023**

This addendum is being issued to Update Plans and Specifications

1. A list and description of the Bid Schedule revisions made under Addendum #1 are detailed below:
  - a. Bid Item Numbers were updated to match Measurement & Payment Section.
  - b. Bid Item Quantities were updated in accordance with the Plan Revisions for Addendum #1. There were changes to Bid Item Numbers: 10, 12, 13, 16, 17, 18, 19, 20, 24, 29, 40, 61, 83, 84, 85, & 133.
  
2. A list and description of Specification revisions made under Addendum #1 is detailed below:
  - a. Section 01025 – MEASUREMENT AND PAYMENT
    - i. All revisions were bolded for clarity.
    - ii. Item No. 74 was revised to include coatings and linings.
    - iii. Items No. 75 through 76 were revised to include packing, seals, and welding.
    - iv. Item No. 105 was revised to correct the payment section reference for removing and disposing existing concrete pavement based upon the unit price per square yard named in the Bid Schedule.
    - v. Item No. 106 was revised to correct the payment section reference for removing and disposing existing asphalt pavement based upon the unit price per square yard named in the Bid Schedule.
    - vi. Items No. 130 through 131 were revised to include acceptable tree species and minimum requirements for height and spread.
    - vii. Item No. 133 was revised to correct the Payment section reference to remove and relocate each tree based upon the actual number of trees relocated.
  
3. A list and description of Plan Revisions under Addendum #1 marked as Revision 1 and dated 9/21/23 is detailed below:
  - a. Sheet #GG-GN-03 – LIST OF DRAWINGS
    - i. Complete sheet update.
    - ii. Four (4) sheets were identified with a revision block number 1 for added, revised, removed or reissued under addendum #1 dated 9/21/23.



- b. Sheet #GG-GN-06 – GENERAL NOTES
  - i. Complete sheet update
  - ii. Added note No. 45 for requirements for contractor for the use of a 6' x 4' structure in lieu of a 3.5' x 6.5' structure for all locations on the plans that indicate "CB 3.5' x 6.5' Rect. MH & CB.
- c. Sheet #CZ-DT-20 – WATER QUALITY STRUCTURE DETAILS
  - i. Complete sheet update.
  - ii. Revised inverts and elevations for structures STWQ-S325 and STWQ-S328.
- d. Sheet #CZ-DT-21 – STORMWATER STRUCTURE DETAILS
  - i. Complete sheet update.
  - ii. Added sheet to provide 4' wide x 7' long modified inlet with flume extension for use with 30" – 36" diameter pipe, 4' wide x 8' long modified inlet with flume extension for use with 30" – 36" diameter pipe, and CB 3.5' x 6.5' Rect. MH & CB details.

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: Man-Con Incorporated  
(Please print)

Bidder's Signature   
Anthony Mancini

Date: 10/11/23



## ITB No. 164

### TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS

---

#### ADDENDUM NO.2

DATE: 09/29/2023

This addendum is being issued to corrects Special Conditions, Section 8 Specific Experience Required:

#### Changed From

#### ~~SPECIFIC EXPERIENCE REQUIRED~~

~~The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.~~

~~The contractor shall have at least ten (10) years previous experience in constructing stormwater drainage pipe ranging from 12 inches to 36 inches, water quality structure installation, Cured-in-Place Pipe (CIPP) pipe lining, and water and sewer main pipe installation ranging from 6 inches to 12 inches in the State of Florida within the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.~~

#### Changed To

#### SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor shall have at least ten (10) years previous experience in constructing stormwater drainage pipe ranging from 12 inches to 36 inches, water quality structure installation, Cured-in-Place Pipe (CIPP) pipe lining, and water and sewer main pipe installation ranging from 6 inches to 12 inches in the State of Florida. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

All other terms, conditions and specifications remain unchanged.



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: Man-Con Incorporated

(Please print)

Bidder's Signature:   
Anthony Mancini

Date: 10/11/23



**ITB No. 164**

**TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS**

**ADDENDUM NO.3**

DATE: 10/5/2023

This addendum is being issued to correct the following line items:

No.	TITLE	OLD QUANTITY	NEW QUANTITY	UNIT
10	Type "C" Ditch Bottom Inlet	40	64	EA
12	Furnish and Install 4' Catch Basin - Round/Square	122	58	EA
13	Furnish and Install 5' Catch Basin - Round/Square	25	18	EA
16	Furnish and Install 3.5'X6.5' Rect. MH & CB	1	90	EA
17	Furnish and Install CB 4'X7' With Flume	56	2	EA
18	Furnish and Install CB 4'X8' With Flume	3	5	EA
19	Furnish and Install 4' Manhole - Round/Square	12	16	EA
20	Furnish and Install 5' Manhole - Round/Square	14	23	EA
24	Furnish and Install Conflict CB 4' - Round/Square	1	2	EA
29	Furnish and Install Conflict CB 4'X6' CB	7	1	EA
40	Furnish and Install 24" X 38" Ellip (30" EQV.) RCP Pipe	28	56	LF
61	Furnish and Install 8" DIP Water Main	621	662	LF
83	Cut-in and/or Connect to Existing 6" Water Main	10	12	EA
84	Cut-in and/or Connect to Existing 8" Water Main*	10	12	EA
85	Cut-in and/or Connect to Existing Water Main**	2	2	EA
133	Remove and Relocate Existing Trees (Including Arborist Inspection Reports & Permitting)	1	100	EA

Corrects Line-Item Descriptions and Unit of Measure:

**Line # No 84**

**Changed From:**

~~Cut-in and/or Connect to Existing 12" Water Main~~

**Changed To**

Cut-in and/or Connect to Existing 8" Water Main



**Line # No 85**

**Changed From:**

Cut-in and/or Connect to Existing 16" Water Main

**Changed To**

Cut-in and/or Connect to Existing 12" Water Main.

---

**Line # No 133**

**Changed From:**

Unit of measurement is lump sum (LS)

**Changed To**

Unit of measurement should be each (EA).

---

Response to Question:

**Question:**

Sheet detailing area 4 is not included (which should be sequentially lab led as CU-UR-05) as shown on CU-UR-KY-01





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**Response:**

Please see the attached sheet. CU-UR Utility Relocation Plan


---

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: Man-Con Incorporated  
(Please print)

Bidder's Signature:   
Anthony Mancini

Date: 10/11/23





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**ITB No. 164**

**TITLE: DURRS NEIGHBORHOOD STORMWATER IMPROVEMENTS**

**ADDENDUM NO.4**

DATE: 10/10/2023

This addendum is being issued to correct the following line items: Extends Bid Close Date, Extends Q & A Date, Adds the City's Section 3 Businesses List, Section 3 – Resource Document: What is Section 3, and Corrects Line-Item Descriptions:

- Bid Due Date Extended to November 9<sup>th</sup>, 2023.
- Q & A Date Extended to October 30, 2023.

**Section 3 Business List – See attached.**

**Section 3 – Resource Document: What is Section 3.**

**Line # No 16 - Corrects Line Item Description**

**Changed From:**

~~Furnish and Install 8" Catch Basin – Round/Square~~

**Changed To**

Furnish and Install 3.5"x 6.5" Rect. MH & CB

All other terms, conditions and specifications remain unchanged.

*Paulette Hommings Turner*  
 Snr. Purchasing Specialist

Company Name: Men-Can Incorporated  
 (Please print)

Bidder's Signature:

Date: 11/8/2023



CITY OF FORT LAUDERDALE SECTION 3 BUSINESS LIST

Contact Name/General Contractor	License Number	Company Name	Address	City	State	Zip Code	Office#	Cell	Fax #	Email Address
1/Ronnie Higgins	CGC1524157	Higgins Construction Unlimited, LLC	1843 S Dixie Highway	Pompano Beach	FL	33318	754-222-6465	954-687-4648	754-222-6368	hhiggins34@earthlink.net
2/Jeronald Cason	CGC1518706	JLC Construction Group, Inc.	5900 NW 18 Court	Sunrise	FL	33324	954-709-8972	no	954-730-7824	jc3599@gmail.com

# WHAT is Section 3?

A provision of the Housing and Urban Development Act of 1968, the purpose of Section 3 is to direct employment and other opportunities generated by HUD financial assistance to low- and very low-income workers and public housing residents, and to businesses that provide economic opportunities to such workers.

Below are commonly used terms and tools that support Section 3 activities

## Section 3 Worker

Currently or in the past 5 years, the worker meets at least one of the following:

- Income is below the income limit set by HUD
- Employed by a Section 3 Business
- YouthBuild Participant



## Targeted Section 3 Worker

Currently or in the past 5 years, the worker meets at least one of the following:

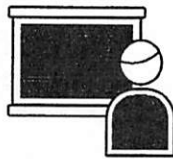
- Employed by a Section 3 Business
- Resident of public housing or Section 8 recipient
- YouthBuild Participant
- For HCD Projects: Worker lives within the service area or neighborhood of the project



## Section 3 Business

Meets at least one of the following:

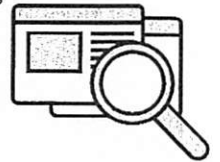
- Is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of labor hours are performed by Section 3 workers (over the prior 3 month period)
- 51% owned by public housing residents or residents currently in Section 8-assisted housing



## Opportunity Portal

Connecting workers to employers, and employers to contracts

The Opportunity Portal is a digital portal where employers can post job opportunities, workers can apply for jobs or post their resume, and grant recipients can post contract opportunities for employers/businesses to bid on.



## Business Registry

The Business Registry is an online registry where businesses self-certify they are eligible to be Section 3 and register their business as such. The registry allows grant recipients to search for businesses in their area for specific project needs.

## Benchmarks

25% of all labor generated by certain HUD funds will, to the greatest extent feasible, go to Section 3 workers, and 5% of the total labor will be performed by Targeted Section 3 workers

If recipients are unable to meet this benchmark, they must report on qualitative efforts such as outreach efforts, job fairs, provide technical assistance to help applicants compete for jobs, provide training and apprenticeship opportunities, etc.

## Verification Process

HUD does not verify that all registered Section 3 businesses meet eligibility and qualifications. Grant recipients and general contractors will process this verification through documentation collection at the time of contract.



## Additional Resources

[Frequently Asked Questions](#)  
[HUD Section 3 Home Page](#)  
[Opportunity Portal](#)  
[Business Registry](#)  
[HUD Income Limits](#)  
[HUD Exchange: On-Demand Training and Resources](#)



Contact [Section3@hud.gov](mailto:Section3@hud.gov) if you have any questions



14

# DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 2/7/2024

DOCUMENT TITLE: AGREEMENT - Durrs Neighborhood Stormwater Improvements  
- Man-Con, Incorporated - \$30,640,737.10

COMM. MTG. DATE: 2/6/2024 CAM #: 24-0124 ITEM #: M-6 CAM attached:  YES  NO

Routing Origin: Procurement Router Name/Ext: S. Aldridge/6238 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.

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

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

Date to CCO: 2/20/24 Attorney's Name: Rhonda Montoya-Hasan Initials: RMH

3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 02/21/24

4) City Manager's Office: CMO LOG #: FEB 47 Document received from: 02/22/24

Assigned to: GREG CHAVARRIA  ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO (Initial) S. GRANT (Initial)

PENDING APPROVAL (See comments below)

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

Forward  originals to  Mayor  CCO Date: 2/22/24

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

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

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: S. Aldridge/Procurement/6238 (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to CAO

JTH 24-0053