

CITY OF HOLLYWOOD, FLORIDA

Agreement / Contract Routing Form

Only City Manager's Signature

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.

Date: 11 / 27 / 2023Prepared by: Roger BezerraExtension #: 3930Originating Dept: Public UtilitiesOriginating Dept. Contract Manager:
Roger BezerraCo./Vendor Name: Craven Thompson and Associates, Inc.Co./Vendor Contact Person: Pat GibneyCo./Vendor Contact Email:
pgibney@craventhompson.comCo./Vendor Contact Number: 954-739-6400

Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc.: Design and construction for the emergency relocation of two pipes, a 20-inch sewer force main and a 12-inch water main.

Approved by: Resolution/Ordinance/ Memo No: PU-24-12**BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE**

DS PB Outside signatures obtained first: Craven Thompson and Associates, Inc., date 10-26-2023

DS PB Outside signatures obtained first: Ric-Man Construction, Inc., date 10-6-2023

DS JJ PB Originating Project Manager, print name: Roger Bezerra, date 11/29/2023

DS JJ PB Originating Director, print name: Vincent Morello, date 11/29/2023

(Director must also initial on contract by City Manager's signature)

DS LB Submission to City Clerk Office, date 11/29/2023

DS SM Office of Human Resources, Stacy Myers, Loss Control Officer, date 11/30/2023

DS TH Office of Human Resources, Tammie Hechler, Director, date 12/5/2023

N/A Office of Procurement & Contract Compliance, Randy Stovall, Contract Compliance Admin, date N/A

N/A DS Office of Procurement & Contract Compliance, Steve Stewart, Director, date N/A

DS M Office of Budget & Performance Management, Jonathan Antista, Director, date 12/5/2023

DS DG Office of Financial Services, David Keller, Director, date 12/5/2023

DS DG City Attorney, Douglas R. Gonzales, date 12/13/2023

DS GB Assistant City Manager for Sustainable Development, date 12/13/2023

DS GRK City Manager, George R. Keller, Jr., CPPT, date 12/14/2023

DS PC City Clerk, Patricia A. Cerny, date 12/14/2023

Distribution: Original to City Clerk; Copy to Procurement; Originals Returned to Preparer.

Effective Date: 11/01/2023

Agreement/Contract Routing Form Continued

Funding in account number: 442.409903.53600.531210.000704.000.000

Total amount authorized by legislation: _____ /year, \$63,000.00 /contract term

Funding in account number: 442.409903.53600.563020.000704.000.000

Total amount authorized by legislation: _____ /year, \$918,617.00 /contract term

Length of Term: Emergency

Repair

Start date: Approval Date End date: Emergency Repair

Renewals, Y/N: N

Do renewals need to be authorized annually? N/A

Authorization to enter into agreement:

☐ City Commission

☒ City Manager

☐ Procurement Service

☐ Other: _____

Document Type: (check one)

☐ Agreement / Contract

☐ Lease

☐ Grant

☐ Consulting/Professional Services

☒ Authorization to Proceed: CTA 24-01

☐ Other: _____

Location of Executed Copies:

☒ City Clerk's Office

☒ Other: ESSD

☒ Other: Craven Thompson and Assoc., Inc.

Procurement Method: (check one)

☐ Formal Solicitation (RFQ, RFP, IFB, RLI): / # _____

☐ Open Market (3 quotes/proposals)

☐ Co-op Agreement

☐ Piggyback Agreement

☒ Other: _____

☐ Insurance reviewed and approved by Risk Management. (Attached)

☐ Bonds reviewed and approved by City Attorney's office. (Attached)

Additional Notes: _____



Department of Public Utilities
Public Utilities Administration
Inter-Office Memorandum

DATE: November 16, 2023 **FILE:** PU-24-12

TO: George R. Keller, Jr., CPPT
City Manager

VIA: Adam Reichbach
Assistant City Manager for Finance and Administration DS
AR

VIA: Gus Zambrano
Assistant City Manager for Sustainable Development

FROM: Vincent Morello, P.E. DS
VM DS
JJ
Director, Department of Public Utilities

Cc: Steve Stewart
Director, Procurement and Contract Compliance

SUBJECT: Recommendation to Approve the Issuance of a Purchase Order to Ric-Man Construction for the Emergency Relocation of two pipes, a 20-inch Sewer Force Main and a 12-inch Water Main, in an amount up to \$918,617.00, and the execution of an Authorization To Proceed for Work Order No. CTA 24-01 with Craven Thompson and Associates for design and construction administration services in an amount up to \$63,000.00. The Procurement Method used is Emergency.

ISSUE:

City Manager approval is urgently needed to implement the emergency relocation of a 20-inch Sewer Force Main and a 12-inch Water Main from Sewer Lift Station E-03 to the intersection of South Ocean Drive and Azalea Terrace.

EXPLANATION:

Approximately 490 feet of private seawall in the parking lot of Trafalgar Towers II collapsed after the historic storm event of April 12, 2023. A 20-inch sewer force main and a 12-inch water main are currently located within 15 feet of the collapsed seawall. These mains provide water and sewer transmission services for Berry Island South of Hollywood Boulevard.

The Department of Public Utilities (Department) has closely monitored the condition of the seawall, the 20-inch sewer force main, and the 12-inch water main since the April 12th flooding event. Department staff closely monitored the condition of the pipes on site, including multiple inspections and site evaluations from May 1, 2023 to September 1, 2023. On August 16, 2023, it was determined that waves were undermining the backfill material around these pipes and

exposing them to potential failure. The Department determined that it is necessary to immediately relocate these pipes to avoid potential major water and sewer service disruptions. The proposed relocation site for these lines is the northbound lane of South Ocean Drive near the intersection with Azalea Terrace.

The Department initiated an emergency response to these findings, which included the following steps:

- Department staff met on-site with Craven Thompson & Associates, Inc. (CTA), a general service consultant for infrastructure projects, on Tuesday, August 22, 2023, to discuss the potential relocation of these lines. CTA was the engineer of record for the 2010 installation of this 20-inch sewer force main.
- Department and CTA staff met and prepared a bid table and potential pipe relocation sketches on August 25, 2023.
- Department and CTA staff met on-site with representatives of four experienced construction firms on August 31, 2023, and requested proposals for the planned emergency work.

On October 6, 2023, the Department received two bids as listed below:

<u>Contractor</u>	<u>Base Bid Total</u>
Ric-Man Construction	\$ 918,617.00
Man-Con Inc.	\$1,384,913.13
Giannetti Corp.	No bid
David Mancini and Sons	No bid

Department and CTA staff thoroughly evaluated the submitted bids and concluded that awarding the emergency work to Ric-Man Construction would be in the best interest of the City.

On September 6, 2023, the City Commission passed and adopted Resolution No. R-2023-277, which authorized the execution of continuing professional consulting engineering services contracts with eight firms for water, sewer, reuse, and stormwater infrastructure projects, one of the firms being CTA. Per the Department's request, CTA submitted a proposal to complete the design and construction administration services of the pipe relocation for an amount of up to \$63,000.00.

AUTHORITY:

§ 38.41 COMPETITIVE SOLICITATIONS REQUIRED: EXCEPTIONS **(C)(1) Emergency purchases:**

*In urgent cases of compelling emergency that require the immediate purchase of goods, supplies, materials, equipment or services, the CPO is authorized to secure, when possible, emergency goods, supplies, materials, equipment, or services by open market procedure. **All such emergency purchases must receive prior administrative approval except for the most***

FILE: PU-24-12

SUBJECT: Emergency Replacement of the 20-Inch FM from LS E-03

Page 3

urgent situations presenting a clear and present substantial threat to life or property where immediate action is required.

Funding for the repair work is available in account 442.409903.53600.563020.000704.000.000.

RECOMMENDATION:

The Director of Public Utilities recommends that the City Manager authorize the issuance of a Purchase Order to Ric-Man Construction for the emergency relocation of a 20-inch Sewer Force Main and a 12-inch Water Main from Sewer Lift Station E-03 to the intersection of South Ocean Drive and Azalea Terrace in an amount up to \$918,617.00, and the execution of an Authorization To Proceed for Work Order No. CTA-24-01 with Craven Thompson and Associates, Inc. for design and construction administration services in an amount up to \$63,000.00 for emergency transmission line relocations.

DocuSigned by:

George R. Keller Jr., CPPT

BB25D10053647405

APPROVED BY: George R. Keller, Jr., CPPT
City Manager

12/14/2023

Date

DS

JJ

DS

VM

Attachments:

Proposal – Man-Con Incorporated

Proposal – Ric-Man Construction

Bid Tabulation

COI – Ric-Man Construction

ATP – CTA 24-01

Proposal – CTA

Resolution R-2023-277

Email from Procurement



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION SERVICES**

1621 N. 14th Avenue
Hollywood, FL 33020
Phone (954) 921-3930

CONSULTANT'S AUTHORIZATION TO PROCEED

To: Craven, Thompson & Associates, Inc. Date: _____

Facility Name: City of Hollywood Project No.: 8534

Project Name: Design and Construction Administration Services related to the Relocation of the 20-inch Force Main and 12-inch Water Main intersection of S. Ocean DR and Azalea Terr. Work Order Number: CTA 24-01

You are hereby authorized to proceed with the following services:

- ☒ Basic Services
☐ Additional/Reimbursable Services, as described below:

In accordance with executed Professional Services Agreement with Craven, Thompson, & Associates, Inc. (CTA), dated September 6, 2023, pursuant to Resolution No. R-2023-277 and based upon CTA's proposal, for subject project, dated October 10, 2023.

This work is to be completed and submitted on or before:

Payment for these services shall be: ☐ Lump Sum:
☒ Not to exceed: \$63,000.00

See attached schedule dated: _____
☐ Percentage

AUTHORIZED DESIGN VALUE

CONSULTANT'S ESTIMATED COST

Construction Budget:	\$		\$	
Additive Alternates:	\$		\$	
Total Construction Budget:	\$		\$	

	BASIC SERVICES		SUPP. SERVICES		TOTAL	
Total Estimated Fees:						
Fee Authorized Including This ATP	\$	63,000.00	\$		\$	63,000.00
Less Fee Previously Authorized	\$	0.00	\$		\$	0.00
Fee Authorized This ATP:	\$	63,000.00	\$		\$	63,000.00

APPROVED AS TO FORM:

DocuSigned by:

Douglas R. Gonzales

Douglas R. Gonzales, City Attorney

APPROVED AS TO FINANCE:

DocuSigned by:

David E. Keller

David E. Keller, Director
Department of Financial Services

The City of Hollywood, Florida

DocuSigned by:

By: *George R. Keller Jr., CPPT*

George R. Keller, Jr., CPPT
City Manager

Attest: DocuSigned by:

Patricia A. Cerny

Patricia A. Cerny, MMC, City Clerk

Accepted By Consultant:

Account No.: 442.409903.53600.563020.000704.000.000

Note to Consultant: Please sign and return to the Engineering and Construction Services Division.

October 10, 2023

Mr. Jeff Jiang, P.E.
City of Hollywood
Department of Public Utilities
Engineering Support Services Division
Post Office Box 229045
Hollywood, Florida 33022

**RE: REPLACEMENT OF FORCE MAIN AT LS E03
 CITY OF HOLLYWOOD WORK ORDER NO. CTA 23-05
 CTA PROPOSAL NO. 2023-W03.118**

Dear Mr. Jiang,



As requested, Craven Thompson & Associates, Inc. (CTA) is pleased to submit our engineering scope of services for the design and construction management services for the 20" Force Main replacement from LS E03 to Azelia Court on the west side of A1A due to an erosion issue over the existing 20" Force Main. CTA shall provide engineering services, in accordance with the Professional Services Agreement R-2023-277, dated September 6, 2023. The specific scope of services are as follows:

SCOPE OF SERVICES

TASK NO. 1: DESIGN PACKAGE

The work shall include:

1. Prepare engineering sketches, drawings, details for the proposed emergency replacement of the existing 20" Force Main from LS – E03 south to Azelia Court.
2. Prepare a Bid Schedule and Cost Estimate for bidding purposes.
3. Prepare details for contractors to properly bid and construct the emergency replacement 20" Force Main
4. Attend Meetings with City and Contractors during bid phase.
5. Prepare and address questions and comments from contractors.
6. Review submitted bids.

Lump sum \$15,000.00

Mr. Jeff Jiang, P.E.
Work Order No. CTA 23-06
October 10, 2023
Page 2

TASK NO. 2: CONSTRUCTION MANAGEMENT SERVICES

- Shop drawing review - Log, track, review and process shop drawings, maintenance of traffic plans and other submittals the Contractor is required to submit.
- Construction meeting attendance - Prepare for and attend preconstruction meeting as well as construction progress meetings. CTA will prepare and distribute meeting minutes.
- Construction coordination with Contractor and City.
- Review and respond to RFI's - CTA will review, research, compile and prepare a response to the Contractor's RFI's. A log of the submittals and responses will be available to the City and Contractor.
- Review of schedule - Review and comment on Contractor's schedule. Provide comments to Contractor to revise schedule based on available information. Once the schedule is approved and revisions will be reviewed and processed until all parties can agree on the schedule.
- Process pay requests - Review of documents submitted by Contractor depicting completed portions of the project. Once the documents have been approved for quantities and associated fees, CTA will recommend payment.
- Construction observation services - Includes serving as construction liaison with Contractor and City, assist in obtaining additional details required, conduct observation services, document progress of work, including locations, equipment, quantities, inform Contractor when the work appears to be not in compliance with the Contract Documents, prepare and submit daily reports, accompany other agencies have jurisdiction (AHJ) during inspections, etc.
- Project closeout services - Attend and document substantial completion walkthrough. Review corrective measures performed by Contractor to prepare a substantial and final completion certification.
- Review of Record Drawings - Review and comment on record drawings prepared and provided by the Contractor for the purpose of project certification to the AHJ.

Contractor shall be responsible for fees and scheduling of inspections through the City and CTA. Coordination with contractor regarding work activities, scheduling, RFI's, pay requests, etc. are included in the overall fee for this Project.

No permit acquisitions are part of this scope.

All permit acquisitions necessary to perform every aspect of the work for this Project will be the responsibility of the contractor.

Lump sum \$22,000.00

TASK 3: REIMBURSABLE EXPENSES

Reimbursable expenses shall include printing, mylars, copying, postage, photographic services, Federal Express and courier services.

Budget, Estimate \$1,000.00

Mr. Jeff Jiang, P.E.
Work Order No. CTA 23-06
October 10, 2023
Page 3

TASK 4: CONTINGENCY

Contingency may be used for unforeseen conditions. Use of this Task will require a detailed scope of work and fee estimate and must be approved by Public Utilities Engineering Support Services Manager and/or Senior Project Manager.

Budget \$25,000.00

COMPENSATION

Services shall be on a Lump Sum basis and in compliance with the Professional Services Agreement dated September 6, 2023 R-2023-277.

We appreciate the opportunity to offer these services to the DPU. Please contact us if you have any questions or comments concerning this proposal.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



PATRICK J. GIENEY, P.E.
Vice President, Engineering

PJG/tg

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
CONTINUING CONSULTING ENGINEERING SERVICES INFRASTRUCTURE
R-2023-277**

**CRAVEN THOMPSON & ASSOCIATES, INC.
HOURLY FEE SCHEDULE**

Civil Engineering Services

Principal Engineer	\$280/Hour
Senior Supervising Engineer	\$250/Hour
Senior Engineer	\$185/Hour
Project Engineer	\$155/Hour
Engineering Senior CADD Technician	\$120/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$225/Hour
Professional Land Surveyor	\$180/Hour
Project Surveyor	\$155/Hour
Survey CADD / GIS Tech	\$115/Hour
Survey Field Crew (1-Man Crew)	\$120/Hour
Survey Field Crew (2-Man Crew)	\$170/Hour
Survey Field Crew (3-Man Crew)	\$200/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$330/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$225/Hour
Senior Supervising Landscape Architect	\$200/Hour
Senior Landscape Architect	\$175/Hour
Senior Planner	\$170/Hour
Landscape Architect	\$160/Hour
Project Landscape Designer	\$150/Hour
Land Planner	\$150/Hour

Construction Administration Services

Director of Construction Management	\$185/Hour
Construction Manager	\$170/Hour
Senior Field Representative	\$135/Hour
Field Representative	\$115/Hour

Miscellaneous

Clerical	\$95/Hour
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Hollywood - Emergency Bid - 20" FM on A1A



Man-Con Incorporated

3460 SW 11th St

Deerfield Beach, FL 33442

Contact: Anthony Mancini

Phone: 561-866-0490

Email: anthonym@mancon.ws

Quote To:

City of Hollywood
Roger Bezerra, PM
Department of Public Utilities
954-921-3930
RBEZERRA@hollywoodfl.org

Project: Name:

MCI 23-023 Hollywood Emergency Repair

Date of Plans:

Sept 29th, 2023

Phone:

Revision Date:

Scenario #1

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization 3%	1.00	LS	42,000.00	42,000.00
20	Demobilization 2%	1.00	LS	28,000.00	28,000.00
30	MOT (include police dept)	1.00	LS	266,179.00	266,179.00
40	Furnish & Install 20" C-900 PVC DR -18 - RESTRAINE	250.00	LF	606.00	151,500.00
50	Furnish & Install 12" DIP Class 52 WM (RESTRAINED)	225.00	LF	75.00	16,875.00
60	Furnish & Install 20" DIP Class 52 FM (RESTRAINED)	40.00	LF	497.00	19,880.00
70	Furnish & Install 20" Plug Valve (RESTRAINED & WRA	2.00	EA	17,114.00	34,228.00
80	Furnish & Install 12" Gate Valve (RESTRAINED & WRA	2.00	EA	3,294.00	6,588.00
90	Furnish & Install Tapping Sleeve and Valve (20" x	2.00	EA	42,145.00	84,290.00
100	Furnish & Install Fittings, Wrapped for Wastewater	6.00	TN	100.00	600.00
110	Furnish & Install Fittings, Wrapped for Water	4.00	TN	100.00	400.00
120	Trench Restoration	500.00	SY	89.00	44,500.00
130	Mill and Overlay - FDOT (300' x 24')	1,000.00	SY	25.00	25,000.00
140	Grouting for the abandoned 20" FM	250.00	LF	92.00	23,000.00
150	Grouting for the abandoned 16" WM	225.00	LF	20.00	4,500.00
160	Provide Vector Truck	20.00	HR	395.00	7,900.00
170	Field Crew (Superintendent, Operator, Pipe Layer x	40.00	HR	313.00	12,520.00
180	Field (Operator, Laborer x 2)	40.00	HR	196.00	7,840.00
190	Equipment, Excavator, 05 CY	40.00	HR	371.00	14,840.00
200	Equipment, Flat Bed Truck, 12'	40.00	HR	183.00	7,320.00
210	Equipment, Loader	40.00	HR	164.00	6,560.00
220	Emergency Standby Crew for TECO Gas, required by o	40.00	HR	961.00	38,440.00
230	Bypass Wastewater for all construction (all inclus	1.00	AL	50,000.00	50,000.00
240	Sidewalk/Driveway/Parking Lot Restoration	1.00	LS	5,729.00	5,729.00
250	Pavement Markings and Signing	1.00	LS	2,865.00	2,865.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
260	Dewatering (including permitting & sedimentation ta	1.00	LS	183,349.13	183,349.13
270	Testing, As-builts, Certifications (allow	1.00	AL	50,000.00	50,000.00
280	Permits, Licenses, Fees (allowance)	1.00	AL	50,000.00	50,000.00
290	Owner's Contingency	1.00	AL	200,000.00	200,000.00
300	Consideration for idemnification	1.00	LS	10.00	10.00

GRAND TOTAL	\$1,384,913.13
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NOTES:

Estimate is based on the scope of work as provided by the client for scenario 1.

No Geotechnical report was available at the time of pricing.

Exclusions: Bond, Handling or disposal of Hazardous or Contaminated Non-Hazardous Materials, Removal & Replacement of Unsuitable soils, Engineering, Hard Rock or Rock Removal.

Taxes are extra. Payment Net 30 days on payment applications

Man-Con Inc, is a non-union contractor.

All material and workmanship is warranted for one year from the date of invoice. Due to the uncertainty of the liquid index for asphalt, our prices may be subject to re-negotiation upon more than 5% movement in the liquid price. The liquid asphalt price will be based on the current FDOT Index.

MOT, if included in this bid, pertains to work items by MCI. Man-Con, Inc. is not responsible for maintaining mot for any other contractors or work items other than those items specified in this contract. Any person/contractor that moves or alters traffic control devices assumes responsibility for returning traffic control devices back to their original configuration and condition and shall be responsible for the effects of interfering with traffic control devices.

Mobilization: This Proposal is based upon four (1) mobilizations. Any remobilization will be charged as additional costs to the proposal.

Quantities: The quantities stated above are approximate only. Payment for work performed hereunder will be made according to actual quantities of work performed as determined by field measurement, unless otherwise stated above. Where actual quantities decrease more than 10%, Seller has the option to add the actual variance-percentage to the invoice, as a separate item or to increase the unit price by the actual variance.

In the event that any other contract is executed after or contemporaneously herewith, it is expressly agreed that the terms hereof shall govern and be considered a controlling part of all subsequent documents, whether or not signed as long as this proposal is incorporated by reference into the contract.

Acceptance: On behalf of the Buyer, the undersigned accepts this proposal and all of its terms and conditions and acknowledges and agrees to the terms and conditions on the reverse side hereof. This proposal may be withdrawn if not accepted within 30 days. Prices are based on current material costs and other market factors. Prices are subject to change by MCI if the contractor delays MCI more than 30 days after the scheduled start date of the items under this proposal, or 30 days after this proposal is delivered if no start date is specified above.

Seller: Man-Con Inc, Inc. Buyer: _____

By: _____ By: _____

Title: Kevin Bessy, Sr. Estimator Title: _____

Date Proposed: October 6th, 2023 Date Proposed: _____

20" Force Main Replacement from LS E-03 on S Ocean Dr. (A1A)
ESSD 8534

9/28/2023

		Quantity	Unit	Unit Price	Price
1	Mobilization	1	LS	\$23,420	\$23,420
2	Demobilization	1	LS	\$51,759	\$51,759
3	MOT (include police dept)	1	LS	\$58,759	\$58,759
4	Furnish & Install 20" C-900 PVC DR -18 - RESTRAINED	250	LF	\$296	\$74,000
5	Furnish & Install 12" DIP Class 52 WM (RESTRAINED & WRAPPED)	225	LF	\$101	\$22,725
6	Furnish & Install 20" DIP Class 52 FM (RESTRAINED & WRAPPED)	40	LF	\$340	\$13,600
7	Furnish & Install 20" Plug Valve (RESTRAINED & WRAPPED)	2	EA	\$17,202	\$34,404
8	Furnish & Install 12" Gate Valve (RESTRAINED & WRAPPED)	2	EA	\$6,424	\$12,848
9	Furnish & Install Tapping Sleeve and Valve (20" x 20")	2	EA	\$37,684	\$75,368
10	Furnish & Install Fittings, Wrapped for Wastewater	6	TN	\$5,586	\$33,516
11	Furnish & Install Fittings, Wrapped for Water	4	TN	\$3,136	\$12,544
12	Trench Restoration	500	SY	\$27	\$13,500
13	Mill and Overlay - FDOT (300' x 24')	1000	SY	\$27	\$27,000
14	Grouting for the abandoned 20" FM	250	LF	\$38	\$9,500
15	Grouting for the abandoned 16" WM	225	LF	\$28	\$6,300
16	Provide Vactor Truck	20	HR	\$118	\$2,360
17	Field Crew (Superintendent, Operator, Pipe Layer x 2)	40	HR	\$267	\$10,680
18	Field (Operator, Laborer x 2)	40	HR	\$137	\$5,480
19	Equipment, Excavator, 05 CY	40	HR	\$83	\$3,320
20	Equipment, Flat Bed Truck, 12'	40	HR	\$112	\$4,480
21	Equipment, Loader	40	HR	\$106	\$4,240
22	Emergency Standby Crew for TECO Gas, required by other utilities	40	HR	\$100	\$4,000
23	Bypass Wastewater for all construction (all inclusive)	1	AL		\$50,000.00
24	Sidewalk/Driveway/Parking Lot Restoration	1	LS	\$13,874	\$13,874
25	Pavement Markings and Signing	1	LS	\$6,120	\$6,120
26	Dewatering (including permitting & sedimentation tank)	1	LS	\$44,810	\$44,810
27	Testing, As-builts, Certifications (allowance)	1	AL		\$50,000.00
28	Permits, Licenses, Fees (allowance)	1	AL		\$50,000.00
29	Owner's Contingency	1	AL		\$200,000.00
30	Consideration for idemnification	1	LS		\$10.00
	TOTAL				\$918,617

All nuts, bolts, hardware to be stainless steel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

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.

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Angela Nervi-Saketkoo PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: angela.nervi@bbrown.com														
INSURED Craven Thompson & Associates, Inc. 3563 NW 53rd Street Fort Lauderdale FL 33309	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C: Hartford Insurance Company of the Southeast</td> <td>38261</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Insurance Company of the Midwest	37478	INSURER C: Hartford Insurance Company of the Southeast	38261	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 23-24 All + 24-25 WC**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		21XHUOL5300	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			21UENOL5299	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			21XHUOL5300	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 6,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		21WBOL6H4G	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Architects Professional & Pollution			AEH591918336	03/30/2023	03/30/2024	General Aggregate \$5,000,000 Each Occurrence \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: LS E-03 20" FM Relocation on A1A adjacent to Lift Station E-03

City of Hollywood is included as Additional Insured with respects to General Liability as required by written contract.

 Cyber Liability Policy #K4940CYLA230
 08/29/2023 - 2024 Network Security Liab \$1,000,000
CERTIFICATE HOLDER**CANCELLATION**
 City of Hollywood
 2600 Hollywood Blvd; Room 202

Hollywood

FL 33022

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

AGENCY CUSTOMER ID: 00505651

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED Craven Thompson & Associates, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Privacy Liab \$1,000,000 Carrier: Underwriters @ Lloyd's of London



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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

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

PRODUCER Valenti Trobec Chandler Inc 1175 W. Long Lake, Suite 200 PO Box 4960 Troy MI 48098-4960	CONTACT NAME: Sue Zebrowski PHONE (A/C, No, Ext): (248) 530-3289 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: szebrowski@vtcins.com														
INSURED Ric-Man Construction Florida Inc. 3100 SW 15th Street Deerfield Beach FL 33442	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B: Amerisure Partners Insurance Company</td> <td>11050</td> </tr> <tr> <td>INSURER C: Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER D: American Guarantee & Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER E: Crum & Forster Specialty Ins. Co.</td> <td>44520</td> </tr> <tr> <td>INSURER F: Phoenix Insurance Company</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: Amerisure Partners Insurance Company	11050	INSURER C: Amerisure Mutual Insurance Company	23396	INSURER D: American Guarantee & Liab. Ins. Co.	26247	INSURER E: Crum & Forster Specialty Ins. Co.	44520	INSURER F: Phoenix Insurance Company	
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COVERAGES**CERTIFICATE NUMBER:** 23-24 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL21234120001	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA21234110005	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU21234100002	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21234130002	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			AEC 7186303-04	6/1/2023	6/1/2024	8,000,000
E	Pollution/Professional Liab			PKC-114304	6/1/2023	6/1/2024	10,000,000 Poll/5,000,000 Prof

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 20-inch FM Replacement from LS E-03, City Project Number 23-8534. Where required by written contract, City of Hollywood is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability

CERTIFICATE HOLDER

RBEZERRA@hollywoodfl.org

City of Hollywood
 Public Utilities
 P.O. Box 229045
 Hollywood, FL 33022-9045

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

Alan Chandler/SZEBRO

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COMMENTS/REMARKS

of any kind upon the insurer or its agents or representatives.

COMMENTS/REMARKS

F. Installation Floater Policy 6607N270023
Effective 6/1/2023 Expiration 6/1/2024
Installation Floater Limit: \$1,000,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL21234120001	Agency Number 0125253-00	Policy Effective Date 6/1/2023
Policy Expiration Date 6/1/2024	Date 6/12/2023	Account Number 20085956
Named Insured Ric-Man Construction Florida Inc.	Agency VTC Insurance Group	Issuing Company Amerisure Insurance Company

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
 - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
 - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

- D. The limits of insurance that apply to the additional insured are the least of those specified in the “written agreement” or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:
Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
 - 1.** The use of elevators; or
 - 2.** Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
 - 1.** Failure of any products to accomplish their intended purpose;
 - 2.** Breach of warranties of fitness, quality, durability or performance;
 - 3.** Loss of customer approval or any cost incurred to regain customer approval;
 - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
 - 5.** Caprice or whim of the insured;
 - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

Includes copyrighted material of Insurance Services Office, Inc.

- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and
- b. “Product recall expenses”.

- 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.

5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:
 - (a) 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;
 - (b) The aircraft is rented to you with a trained, paid crew; and
 - (c) The aircraft is not being used to carry any person or property for a charge.

6. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph c. of “Insured Contract” is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph f.(1) of “Insured Contract” is deleted.

7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

8. SUPPLEMENTARY PAYMENTS

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

9. BROADENED WHO IS AN INSURED

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 10. of this endorsement.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only;
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

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.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any “employee” who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under **SECTION III – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
2. **SECTION IV**, paragraph **4.b. Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.**

Exclusions, j. Damage to Property, the first paragraph following paragraph (6) is deleted and replaced with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;
- f.** Packaging of or transportation or shipping of defective products to the location you designate; and
- g.** Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1)** Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2)** Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

21. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. 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.

22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced 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.

For purposes of exclusion k. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

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 your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;
 - (c) “Collapse”; or
 - (d) Explosion.

For purposes of exclusion l. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

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

Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we 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 your behalf by a subcontractor.

23. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of “bodily injury” is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.**

24. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for “bodily injury” or “property damage” that occurs within any policy period for which we provided coverage; and
- B.** for “your work” performed within the “products-completed operation hazard”; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the Florida 10-year statute of repose. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

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

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1)** Coverage under this provision is afforded only until the end of the policy period;
 - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
 - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

 - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. **COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. **AMENDED FELLOW EMPLOYEE EXCLUSION**

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. FELLOW EMPLOYEE** is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. **HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE**

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by a lessor; and
 - (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**SCHEDULE****Description of Covered "Auto":****Limit of Insurance**

\$1,000

Deductible

\$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule.

Includes copyrighted material of Insurance Services Office, Inc.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

RESOLUTION NO. R-2023-277

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING CONSULTING ENGINEERING COMPANIES AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CONTINUING CONSULTING ENGINEERING CONTRACTS WITH THE EIGHT HIGHEST RANKED CONSULTANTS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO INFRASTRUCTURE PROJECTS.

WHEREAS, existing continuing engineering contracts related to infrastructure (water, sewer, reuse, and stormwater) projects were executed with consultants in October 2017, renewed for a two-year term in 2021, and will expire in October 2023; and

WHEREAS, the Department of Public Utilities ("Department") has a continuing need to retain professional services from engineering consulting firms to address necessary capital projects in an expeditious and effective manner; and

WHEREAS, the Department and Office of Procurement and Contract Compliance ("Procurement") followed the procedures established in Florida Statute 287.055, Consultants' Competitive Negotiation Act ("CCNA"), and the City's Procurement Ordinance, to advertise for statements of qualifications for professional consulting engineering services for infrastructure projects; and

WHEREAS, on December 28, 2022, Request for Qualifications Number RFQ-042-23-JJ ("RFQ") was electronically advertised on OpenGov.com to solicit the desired professional engineering consulting services in accordance with Section 38.43(A) of the Procurement Code; and

WHEREAS, on February 28, 2023, Procurement received statements of qualification packages from 19 engineering firms for professional consulting engineering services related to infrastructure projects; and

WHEREAS, the 19 engineering companies that submitted statements of qualifications were:

1. 300 Engineering Group, LLC
2. BCC Engineering LLC
3. Calvin, Giordano & Associates, Inc.
4. Carollo Engineers, Inc.
5. CDM Smith, Inc.

6. CES Consultants, Inc.
7. Chen Moore and Associates
8. Craven Thompson & Associates, Inc.
9. EAC Consulting, Inc.
10. Gannett Fleming, Inc.
11. HBC Engineering Company
12. HDR Engineering, Inc.
13. KEITH
14. Kimley-Horn and Associates, Inc.
15. R.J. Behar & Company, Inc.
16. Stantec Consulting Services, Inc.
17. Tetra Tech, Inc.
18. Wade Trim, Inc.
19. Water Resources Management Associates, Inc.; and

WHEREAS, Procurement assembled a diverse selection committee comprised of five qualified City staff; and

WHEREAS, members of the selection committee met on June 20, 2023 to evaluate statements of qualifications and to rank participating consulting firms; and

WHEREAS, selection committee staff determined that it is in the City's best interest to select eight firms to address future capital improvement projects in a more efficient manner; and

WHEREAS, selection committee members completed the evaluation process after determining that oral presentations were unnecessary, and ranked the firms following the stipulated guidelines in the RFQ; and

WHEREAS, the following table describes the overall and final results of the top eight firms ranked from the evaluation process:

CITY OF HOLLYWOOD – CONSULTING ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS (WATER, SEWER, REUSE AND STORMWATER):		
COMPANY	TOTAL SCORE (MAX SCORE 100)	RANKING
Tetra Tech, Inc.	95.2	1 st
CDM Smith, Inc.	94.2	2 nd
Craven Thompson & Associates, Inc.	91.0	3 rd
Chen Moore and Associates	90.2	4 th
Stantec Consulting Services, Inc.	89.4	5 th
CES Consultants, Inc.	88.4	6 th (tie)

Gannett Fleming, Inc.	88.4	6 th (tie)
HDR Engineering, Inc.	86.2	8th

; and

WHEREAS, professional engineering consulting services will be provided by the selected consulting firms on an as-needed basis; and

WHEREAS, the Director of Public Utilities and the Chief Procurement Officer recommend that the City Commission authorize the appropriate City officials to execute continuing consulting engineering contracts with the eight highest-ranked consulting firms to provide professional engineering services related to infrastructure (water, sewer, reuse, and stormwater) projects, on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That the City Commission ranks the top eight consulting engineering companies as follows:

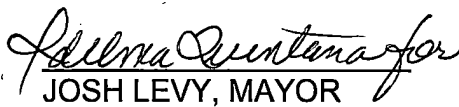
1. Tetra Tech, Inc.
2. CDM Smith, Inc.
3. Craven Thompson & Associates, Inc.
4. Chen Moore and Associates
5. Stantec Consulting Services, Inc.
6. CES Consultants, Inc.
6. Gannett Fleming, Inc.
8. HDR Engineering, Inc.

Section 3: That it authorizes the appropriate City officials to execute continuing consulting engineering contracts with the eight highest ranked consultants, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form by the City Attorney.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING CONSULTING ENGINEERING COMPANIES AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CONTINUING CONSULTING ENGINEERING CONTRACTS WITH THE EIGHT HIGHEST RANKED CONSULTANTS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO INFRASTRUCTURE PROJECTS.

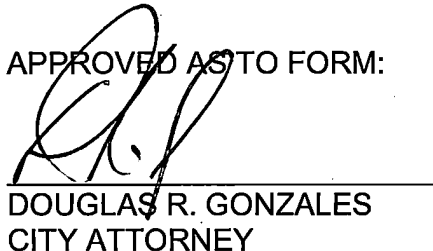
PASSED AND ADOPTED this 6 day of September, 2023.


JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:


DOUGLAS R. GONZALES
CITY ATTORNEY

From: [Steve Stewart](#)
To: [Feng Jiang](#); [Vincent Morello](#); [Gus Zambrano](#)
Cc: [Jean Joinville](#); [Otis Thomas](#); [Juan Figueroa](#); [Adam Reichbach](#); [Teresa Graham](#); [Roger Bezerra](#)
Subject: RE: [EXT]Complete with DocuSign: CM Memo - Emergency Relocation of 20-in FM and 12-in WM
Date: Tuesday, November 14, 2023 5:28:13 PM
Attachments: [RE EXTComplete with DocuSign CM Memo - Emergency Relocation of 20-in FM and 12-in WM.msg](#)
[image007.png](#)
[image005.png](#)

Jeff,

Thanks for explaining. The memo dates seem to imply that you completed your own procurement and selected a vendor prior to the inspection that identified the problem on 9/1/2023.

As mentioned below, I can't provide Procurement approval, but we'll process if approved by the CM's office. Feel free to re-route the DocuSign (with Procurement receiving a copy rather than approving), and remember to take the item to Commission for ratification at a later date, thanks.

The Department of Public Utilities (Department) has closely monitored the condition of the seawall, the 20-inch sewer force main, and the 12-inch water main since the April 12 flooding event. An inspection of the site was conducted via boat on September 1, 2023. During this inspection, it was determined that waves are undermining the backfill material around these

Envelope ID: E203F26E-F904-425C-A0C7-9A56748BD6A2

FILE: PU-24-12

SUBJECT: Emergency Replacement of the 20-Inch FM from LS E-03

Page 2

pipes and exposing them to potential failure. The Department determined that it is necessary to immediately relocate these pipes to avoid potential major water and sewer service disruptions. The proposed relocation site for these lines is the northbound lane of South Ocean Drive near the intersection with Azalea Terrace.

The Department initiated an emergency response to these findings, which included the following steps:

- Department staff met on-site with Craven Thompson & Associates, Inc. (CTA), a general service consultant for infrastructure projects, on Tuesday, August 22, 2023, to discuss the potential relocation of these lines. CTA was the engineer of record for the 2010 installation of this 20-inch sewer force main.
- Department and CTA staff met and prepared a bid table and potential pipe relocation sketches on August 25, 2023.
- Department and CTA staff met on-site with representatives of four experienced construction firms on August 31, 2023, and requested proposals for the planned emergency work.

On October 6, 2023, the Department received two bids as listed below:

Contractor	Base Bid Total
Ric-Man Construction	\$ 918,617.00
Man-Con Inc.	\$1,384,913.13
Giannetti Corp.	No bid
David Mancini and Sons	No bid

Steve Stewart, MBA, CPCM, CPPO, FCCM, NIGP-CPP, CPCP

City of Hollywood

Director (Chief Procurement Officer)

Office of Procurement and Contract Compliance

2600 Hollywood Blvd, Suite 303

Hollywood, FL 33020

Office: 954-921-3628

E-mail: SSTEWART@hollywoodfl.org



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

From: Feng Jiang <FJIANG@hollywoodfl.org>

Sent: Tuesday, November 14, 2023 2:01 PM

To: Steve Stewart <SSTEWART@hollywoodfl.org>; Vincent Morello <vmorello@hollywoodfl.org>; Gus Zambrano <GZAMBRANO@hollywoodfl.org>

Cc: Jean Joinville <JJOINVILLE@hollywoodfl.org>; Otis Thomas <OTHOMAS@hollywoodfl.org>; Juan Figueroa <JFIGUEROA@hollywoodfl.org>; Adam Reichbach <AREICHBACH@hollywoodfl.org>; Teresa Graham <TGRAHAM@hollywoodfl.org>; Roger Bezerra <RBEZERRA@hollywoodfl.org>

Subject: RE: [EXT]Complete with DocuSign: CM Memo - Emergency Relocation of 20-in FM and 12-in WM

Hi, Steve:

The 48" pipe is another emergency project approved in January 2023 and already reached substantial completion.

What we need approval now is the relocation of a 20-inch Sewer Force Main and a 12-inch Water Main along A1A, in an amount up to \$918,617.00 for construction and \$63,000.00 for consulting services.

Vin compared the 48" pipe project with A1A 20-inch Force Main, and concluded the emergency need for this A1A project.

Gus just texted me that George approved to process this A1A emergency repair CM memo. Could you please review and process it?

Thanks,

Jeff Jiang

From: Steve Stewart <SSTEWART@hollywoodfl.org>

Sent: Tuesday, November 14, 2023 1:24 PM

To: Vincent Morello <vmorello@hollywoodfl.org>; Teresa Graham <TGRAHAM@hollywoodfl.org>; Feng Jiang <FJIANG@hollywoodfl.org>

Cc: Gus Zambrano <GZAMBRANO@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>; Otis Thomas <OTHOMAS@hollywoodfl.org>; Juan Figueroa <JFIGUEROA@hollywoodfl.org>; Adam Reichbach <AREICHBACH@hollywoodfl.org>

Subject: RE: [EXT]Complete with DocuSign: CM Memo - Emergency Relocation of 20-in FM and 12-in WM

Vin,

I think there may have been some confusion between the attached and below (attached says 48" and below says 20"/12"), this came up during our CIP meeting today at 11:30am, please confirm if they're the same emergency?

I can't approve from a procurement standpoint, however, we'll process and move it forward if approved by the CM's office (feel free to bypass Procurement in the routing), thanks.

Steve Stewart, MBA, CPCM, CPPO, FCCM, NIGP-CPP, CPCP

City of Hollywood

Director (Chief Procurement Officer)

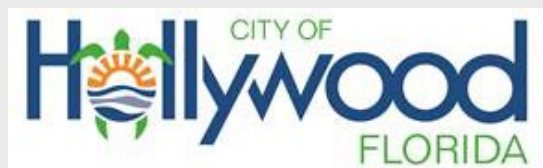
Office of Procurement and Contract Compliance

2600 Hollywood Blvd, Suite 303

Hollywood, FL 33020

Office: 954-921-3628

E-mail: SSTEWART@hollywoodfl.org



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From: Vincent Morello <vmorello@hollywoodfl.org>

Sent: Tuesday, November 14, 2023 1:10 PM

To: Steve Stewart <SSTEWART@hollywoodfl.org>; Teresa Graham <TGRAHAM@hollywoodfl.org>; Feng Jiang <FJIANG@hollywoodfl.org>

Cc: Gus Zambrano <GZAMBRANO@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>; Otis Thomas <OTHOMAS@hollywoodfl.org>

Subject: RE: [EXT]Complete with DocuSign: CM Memo - Emergency Relocation of 20-in FM and 12-in WM

Steve,

Please see the attached email from Gus.

Vin

From: Steve Stewart <SSTEWART@hollywoodfl.org>

Sent: Tuesday, November 14, 2023 10:03 AM

To: Teresa Graham <TGRAHAM@hollywoodfl.org>; Feng Jiang <FJIANG@hollywoodfl.org>

Cc: Vincent Morello <vmorello@hollywoodfl.org>; Gus Zambrano <GZAMBRANO@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>; Otis Thomas <OTHOMAS@hollywoodfl.org>

Subject: RE: [EXT]Complete with DocuSign: CM Memo - Emergency Relocation of 20-in FM and 12-in WM

Teresa/Jeff – Please note below/attached, thanks.

Decline to Sign

Please provide a reason for declining:

Please consult with your ACM for approval as an emergency, otherwise, please take this item to Commission for approval. Please note that a formal solicitation is required for a project of this dollar amount, so obtaining quotes doesn't suffice as meeting competition requirements.]

Characters remaining: 219

DECLINE TO SIGN

CANCEL

Steve Stewart, MBA, CPCM, CPPO, FCCM, NIGP-CPP, CPCP

City of Hollywood

Director (Chief Procurement Officer)

Office of Procurement and Contract Compliance

2600 Hollywood Blvd, Suite 303

Hollywood, FL 33020

Office: 954-921-3628

E-mail: SSTEWART@hollywoodfl.org



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From: DocuSign NA4 System <dse_NA4@docusign.net>

Sent: Monday, November 13, 2023 12:33 PM

To: Steve Stewart <SSTEWART@hollywoodfl.org>

Subject: [EXT]Complete with DocuSign: CM Memo - Emergency Relocation of 20-in FM and 12-in WM



Teresa Graham sent you a document to review and sign.

REVIEW DOCUMENTS

Teresa Graham

TGRAHAM@HollywoodFL.org

Memo revised by Procurement, therefore re-routing with revised memo.

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Envelope Id: 6B9384216F5244978D521442F6B01B1D

Status: Declined

Subject: Please Review & Expedite CM Memo: CTA & Ric-Man Emergency 12 in FM & 20 WM

Source Envelope:

Document Pages: 55

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 13

Rhonda Felder

RFELDER@HollywoodFL.org

AutoNav: Enabled

IP Address: 72.55.24.66

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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RFELDER@HollywoodFL.org

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Pool: City of Hollywood, Florida


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Signer Events

Roger Bezerra

RBEZERRA@hollywoodfl.org

Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
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
Jeff Jiang

FJIANG@HollywoodFL.org

Assistant Director, Department of Public Utilities

City of Hollywood

Security Level: Email, Account Authentication (None)



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Viewed: 11/29/2023 12:07:55 PM

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
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Electronic Record and Signature Disclosure:
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Vincent Morello

VMORELLO@HollywoodFL.org

Security Level: Email, Account Authentication (None)



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Signed: 11/29/2023 12:12:42 PM

Signature Adoption: Pre-selected Style


Using IP Address: 72.55.24.66

Electronic Record and Signature Disclosure:
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Lorna Bailey

LBAILEY@HollywoodFL.org

Security Level: Email, Account Authentication (None), Login with SSO



Sent: 11/29/2023 12:12:45 PM

Viewed: 11/29/2023 12:14:03 PM

Signed: 11/29/2023 12:15:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.55.24.66

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events**Signature****Timestamp**

Stacy Myers
SMYERS@HollywoodFL.org
Security Level: Email, Account Authentication
(None), Login with SSO



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Signed: 11/30/2023 8:18:27 AM

Signature Adoption: Pre-selected Style
Using IP Address: 72.55.24.66

Electronic Record and Signature Disclosure:
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Tammie Hechler
THECHLER@HollywoodFL.org
Security Level: Email, Account Authentication
(None)



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Signed: 12/5/2023 4:46:08 PM

Signature Adoption: Pre-selected Style
Using IP Address: 72.55.24.66

Electronic Record and Signature Disclosure:
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Adam Reichbach
AREICHBACH@HollywoodFL.org
Finance and Administration
Security Level: Email, Account Authentication
(None)



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Signed: 12/5/2023 5:24:59 PM

Signature Adoption: Pre-selected Style
Using IP Address: 172.58.134.227
Signed using mobile

Electronic Record and Signature Disclosure:
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Jonathan Antista
jantista@hollywoodfl.org
Security Level: Email, Account Authentication
(None)

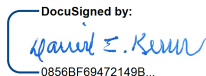


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David Keller
dkeller@hollywoodfl.org
Director, Financial Services
Security Level: Email, Account Authentication
(None)

DocuSigned by:

0856BF69472149B...

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Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Deena Gray
dgray@HollywoodFL.org
Security Level: Email, Account Authentication
(None)



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Viewed: 12/6/2023 11:38:39 AM
Signed: 12/6/2023 11:43:36 AM

Signature Adoption: Pre-selected Style
Using IP Address: 72.55.24.66

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Douglas Gonzales DGONZALES@hollywoodfl.org City Attorney Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Declined Decline Reason: Certificate of Insurance for Craven has expired.	Sent: 12/6/2023 11:43:40 AM Viewed: 12/7/2023 9:31:52 AM Declined: 12/7/2023 9:32:57 AM
Gus Zambrano GZAMBRANO@HollywoodFL.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
George Keller, Jr., CPPT GKELLER@HollywoodFL.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Patricia A. Cerny PCERNY@HollywoodFL.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Teresa Graham Tgraham@hollywoodfl.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/29/2023 12:04:00 PM
Monique Sharkey MSHARKEY@HollywoodFL.org Administrative Assistant II Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/29/2023 12:10:32 PM
Jean Joinville JJOINVILLE@HollywoodFL.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2023 4:46:12 PM

Carbon Copy Events	Status	Timestamp
Steve Stewart sstewart@hollywoodfl.org Director, Procurement City of Hollywood, Florida Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign SEDWARDS@HollywoodFL.org SEDWARDS@HollywoodFL.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign MJOHNS@HollywoodFL.org MJOHNS@HollywoodFL.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2023 4:46:12 PM Resent: 12/5/2023 5:05:53 PM Viewed: 12/5/2023 5:10:50 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/29/2023 12:04:00 PM
Envelope Updated	Security Checked	12/5/2023 5:05:53 PM
Envelope Updated	Security Checked	12/6/2023 10:26:11 AM
Envelope Updated	Security Checked	12/6/2023 10:26:11 AM

Payment Events	Status	Timestamps
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